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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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December 3, 2019

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

REQUESTED ACTION

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

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

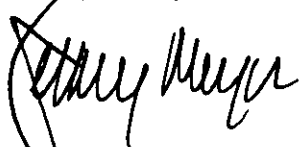
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce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

Area served: Statewide

Source of Funds: 100% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

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

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

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

White Mountain Community Health Center Vendor ID #174170-R001

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

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

Concord Hospital Vendor ID #177653-B011

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

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

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

Equality Health Center **Vendor ID #257562-B001**

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

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

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

Lamprey Health Care — **Vendor ID #177677-R001**

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

Amoskeag Health — **Vendor ID #157274-B001**

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

Mascoma Community Health Center — **Vendor ID #283136-B001**

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

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

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

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

Concord Hospital			**Vendor ID #177653-B011**			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
2021	102-500731	Contracts for Program Services	90080208	$50,028	$46,489	$96,517
			Subtotal:	***$100,056***	***$92,978***	***$193,034***
Coos County Family Health Center			**Vendor ID #155327-B001**			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	102-500731	Contracts for Program Services		$0	$0	$0
2019	102-500731	Contracts for Program Services		$0	$0	$0
2020	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
2021	102-500731	Contracts for Program Services	90080208	$34,352	$31,922	$66,274
			Subtotal:	***$68,704***	***$63,844***	***$132,548***
Equality Health Center			**Vendor ID #257562-B001**			
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**

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

100% General Funds						
Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
2021	102-500731	Contracts for Program Services	90080208	$274,000	$600,000	$874,000
			Subtotal:	*$1,096,000*	*$1,200,000*	*$2,296,000*
			AU 5530 TOTALS:	$1,772,580	$1,828,712	$3,601,292

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTA
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY
ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

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

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

Concord Hospital Vendor ID #177653-B011

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

Coos County Family Health Center Vendor ID #155327-B001

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

Equality Health Center Vendor ID #257562-B001

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

2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	***$46,000***	***$0***	***$46,000***
Joan G. Lovering Health Care		**Vendor ID #175132-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2021	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
			Subtotal:	***$46,000***	***$0***	***$46,000***
Lamprey Health Care		**Vendor ID #177677-R001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2021	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
			Subtotal:	***$118,876***	***$0***	***$118,876***
Amoskeag Health		**Vendor ID #157274-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2021	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
			Subtotal:	***$90,472***	***$0***	***$90,472***
Mascoma Community Health Center		**Vendor ID #283136-B001**				
Fiscal Year	**Class/Account**	**Class Title**	**Job Number**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203	$0	$0	$0
2021	502-500891	Payment for Providers	45030203	$0	$0	$0
			Subtotal:	***$45,236***	***$0***	***$45,236***
White Mountain Community Health Center		**Vendor ID #174170-R001**				

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

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

This 3rd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, as amended by the Department on June 26, 2019 (Late Item #A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

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

Amendment #3, Method and Conditions Precedent to Payment.

9. Add Exhibit B-4, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-5, Amendment #3 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-6, Amendment #3 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-7, Amendment #3 Budget Family Planning TANF Funds, State Fiscal Year 2021

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/4/19
Date

Name: Lisa Morris
Title: Director

Concord Hospital

11/5/2019
Date

Name: Robert P. Steigmeyer
Title: President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/5/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11-18-2020

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name: Lisa Morris
Title: Director

Concord Hospital

11/5/2019
Date

Name: Robert P. Steigmeyer
Title: President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/5/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

My Commission Expires: 11-18-2020

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

OFFICE OF THE ATTORNEY GENERAL

12/4/19
Date

Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

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

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

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

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

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

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

4.6. Clinical Services – Requirements:

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

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

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

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

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

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

4.7. STD and HIV Counseling and Testing – Requirements:

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

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

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

4.8. Health Education Materials:

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

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

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

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

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

4.9. Sterilization Services:

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

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without

the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

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

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

6. Staffing

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

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

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

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

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

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

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

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

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

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

7. Performance Measures

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

8. Reporting Requirements

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

8.2. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

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

Method and Conditions Precedent to Payment

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

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

Contractor name: Concord Hospital Family Health Center

Budget Request for: Family Planning

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 378,869.00	$ 56,670.40	$ 435,539.40	$ 283,352.00	$ 56,670.40	$ 340,022.40	$ 95,517.00	$ -	$ 95,517.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 379,869.00	$ 56,670.40	$ 436,539.40	$ 283,352.00	$ 56,670.40	$ 340,022.40	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct 14.9%

Contractor Initials AAS
Date 11/5/19

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

Contractor name: Concord Hospital Family Health Center

Budget Request for: Family Planning

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 391,087.00	$ 59,114.00	$ 450,201.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 95,517.00	$ -	$ 95,517.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 392,087.00	$ 59,114.00	$ 451,201.00	$ 295,570.00	$ 59,114.00	$ 354,684.00	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct 15.1%

Contractor Initials AH
Date 11/5/19

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

Contractor name Concord Hospital Family Health Center

Budget Request for: TANF

Budget Period: July 1, 2019 - June 29, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 76,611.00	$ 15,322.00	$ 91,933.00	$ 44,579.00	$ 15,322.00	$ 59,901.00	$ 32,032.00	$ -	$ 32,032.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 77,611.00	$ 15,322.00	$ 92,933.00	$ 44,579.00	$ 15,322.00	$ 59,901.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct 19.7%

Contractor Initials

Date 11/5/19

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

Contractor name Concord Hospital Family Health Center

Budget Request for: TANF

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 78,909.00	$ 15,782.00	$ 94,691.00	$ 46,877.00	$ 15,782.00	$ 62,659.00	$ 32,032.00	$ -	$ 32,032.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 79,909.00	$ 15,782.00	$ 95,691.00	$ 46,877.00	$ 15,782.00	$ 62,659.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct 19.7%

Contractor Initials HS
Date 11/5/19

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

Family Planning Clinical Services Guidelines, SFY 20

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

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

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

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

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

Concord Hospital Family Health Center
{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning. 11/5/2019

Sub-Recipient Agency Name:
Concord Hospital Family Health Center

Sub-Recipient Authorizing Signature:
_____

Revised: July 2019

Contractor Initials AD
Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials MS

Date 11/5/19

Revised: July 2019

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

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

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

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

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

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

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

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

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

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

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningReccs.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
    a) Discuss client's reproductive life plan
    b) Obtain medical history
    c) Obtain sexual health assessment
    d) Check immunization status

2. Screen client for STDs
    a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
    b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
    c) Provide additional STD testing as indicated
        - Syphilis
            - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
            - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
        - Hepatitis C
            - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

Contractor Initials AA

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Contractor Initials RLD
Date 11/5/19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Concord Hospital Family Health Center — Agency Name

11/5/2019 — Date

Revised August 2019

Contractor Initials AJS

Date 11/5/2019

Attachment C

NH Family Planning Program (NH FPP) Priorities:

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

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

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

Contractor Initials AB
Date 11/5/19

Attachment C

AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials MU
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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

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

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

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

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials AM

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Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

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

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

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials AM
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Attachment C

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

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

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

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

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

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

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

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials AJS
Date 11/5/19

Attachment C

Sample Work Plan

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

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

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

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

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

Contractor Initials AH
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Attachment C

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

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

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11/5/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials AJ
Date 11/5/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials _____
Date 11/5/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials AD
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

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

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials AND
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MLS
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MJ
Date 11/5/19

Attachment C

_____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative** for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)
SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative** for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials PLS
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Indicator #1

Indicators:

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

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

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials AM
Date 11/5/19

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials AB
Date 11/5/19

Family Planning (FP) Performance Measure #3

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

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

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

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

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

Contractor Initials

Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

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

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials AM

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

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

Contractor Initials MLS

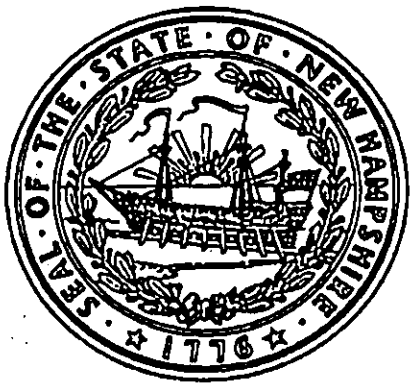
Date 11/5/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948
Certificate Number : 0004488032



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 5th day of November, 2019.

(Corporate seal)

William L. Chapman
Secretary

State of:

County of:

On this, the 5th *day of* November, 2019, *before me a notary public, the undersigned officer, personally appeared* William Chapman, *known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.*
In witness hereof, I hereunto set my hand and official seal.

Susanne M Bolduc
Notary Public

SUSANNE M. BOLDUC
MY COMMISSION EXPIRES MAY 3, 2022
NOTARY PUBLIC
NEW HAMPSHIRE

(Seal)

My Commission expires: 5/3/2022

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2018

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

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

PRODUCER
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN107277064-CHS-gener-19-20

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL REGION HEALTHCARE CORPORATION
& CONCORD HOSPITAL, INC.
ATTN: KATHY LAMONTAGNE, ADMINISTRATION
250 PLEASANT STREET
CONCORD, NH 03301

COVERAGES CERTIFICATE NUMBER: NYC-009846662-18 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2019-101	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2019-101	01/01/2019	01/01/2020		SEE ABOVE

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985. Each occurrence and aggregate limits are shared amongst The Granite Shield Exchange Hospitals.

CERTIFICATE HOLDER

DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACTS AND PROCUREMENT UNIT
129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Elizabeth Stapleton

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CAPIREG-01 RDURGIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2019

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

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

PRODUCER License # 1780862
HUB International New England
100 Central Street, Suite 201
Holliston, MA 01746

CONTACT NAME: Rita Durgin
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: rita.durgin@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Region Healthcare Corporation
Concord Hospital Inc
250 Pleasant Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4061435	10/1/2019	10/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH DHHS
Street129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14

BAKER
NEWMAN
NOYES

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2018 and 2017
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2018 and 2017

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 5, 2018

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2018 and 2017

ASSETS
(In thousands)

	2018	2017
Current assets:		
Cash and cash equivalents	$ 4,691	$ 3,799
Short-term investments	30,553	7,552
Accounts receivable, less allowance for doubtful accounts of $15,037 in 2018 and $11,234 in 2017	70,261	51,344
Due from affiliates	659	634
Supplies	2,079	1,777
Prepaid expenses and other current assets	5,262	5,855
Total current assets	113,505	70,961
Assets whose use is limited or restricted:		
Board designated	297,243	290,686
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	55,978	16,515
Donor-restricted funds and restricted grants	40,431	40,350
Total assets whose use is limited or restricted	393,652	347,551
Other noncurrent assets:		
Due from affiliates, net of current portion	768	1,223
Other assets	13,344	15,052
Total other noncurrent assets	14,112	16,275
Property and equipment:		
Land and land improvements	6,942	6,426
Buildings	195,301	190,585
Equipment	292,694	246,586
Construction in progress	7,044	38,725
	501,981	482,322
Less accumulated depreciation	(332,923)	(305,312)
Net property and equipment	169,058	177,010
	$ 690,327	$ 611,797

LIABILITIES AND NET ASSETS
(In thousands)

	2018	2017
Current liabilities:		
Short-term notes payable	$ –	$ 15
Accounts payable and accrued expenses	36,190	39,611
Accrued compensation and related expenses	26,646	25,580
Accrual for estimated third-party payor settlements	35,378	27,382
Current portion of long-term debt	9,061	8,822
Total current liabilities	107,275	101,410
Long-term debt, net of current portion	128,463	76,501
Accrued pension and other long-term liabilities	48,302	60,536
Total liabilities	284,040	238,447
Net assets:		
Unrestricted	368,060	335,148
Temporarily restricted	17,580	17,800
Permanently restricted	20,647	20,402
Total net assets	406,287	373,350
	$ 690,327	$ 611,797

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2018 and 2017
(In thousands)

	2018	2017
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$492,647	$468,347
Provision for doubtful accounts	(29,329)	(20,018)
Net patient service revenue less provision for doubtful accounts	463,318	448,329
Other revenue	20,496	19,350
Disproportionate share revenue	14,327	12,717
Net assets released from restrictions for operations	2,112	1,191
Total unrestricted revenue and other support	500,253	481,587
Operating expenses:		
Salaries and wages	233,356	220,255
Employee benefits	52,130	51,723
Supplies and other	98,713	95,948
Purchased services	43,352	32,373
Professional fees	6,531	5,222
Depreciation and amortization	27,574	24,378
Medicaid enhancement tax	20,975	20,311
Interest expense	4,873	2,918
Total operating expenses	487,504	453,128
Income from operations	12,749	28,459
Nonoperating income:		
Unrestricted gifts and bequests	317	1,619
Investment income and other	12,878	10,476
Net periodic benefits cost, other than service cost	(2,880)	(5,166)
Total nonoperating income	10,315	6,929
Excess of revenues and nonoperating income over expenses	$ 23,064	$ 35,388

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2018 and 2017
(In thousands)

	2018	2017
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	$ 23,064	$ 35,388
Net unrealized gains on investments	1,805	23,122
Net transfers (to) from affiliates	(35)	498
Net assets released from restrictions used for purchases of property and equipment	479	108
Pension adjustment	7,599	13,098
Increase in unrestricted net assets	32,912	72,214
Temporarily restricted net assets:		
Restricted contributions and pledges	1,357	1,423
Restricted investment income	1,078	682
Contributions to affiliates and other community organizations	(222)	(163)
Net unrealized gains on investments	158	1,864
Net assets released from restrictions for operations	(2,112)	(1,191)
Net assets released from restrictions used for purchases of property and equipment	(479)	(108)
(Decrease) increase in temporarily restricted net assets	(220)	2,507
Permanently restricted net assets:		
Restricted contributions and pledges	197	126
Unrealized gains on trusts administered by others	48	395
Increase in permanently restricted net assets	245	521
Increase in net assets	32,937	75,242
Net assets, beginning of year	373,350	298,108
Net assets, end of year	$406,287	$373,350

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2018 and 2017
(In thousands)

	2018	2017
Cash flows from operating activities:		
Increase in net assets	$ 32,937	$ 75,242
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,554)	(1,549)
Depreciation and amortization	27,574	24,378
Net realized and unrealized gains on investments	(12,762)	(29,975)
Bond premium and issuance cost amortization	(317)	(75)
Provision for doubtful accounts	29,329	20,018
Equity in earnings of affiliates, net	(5,539)	(5,812)
(Gain) loss on disposal of property and equipment	(84)	202
Pension adjustment	(7,599)	(13,098)
Changes in operating assets and liabilities:		
Accounts receivable	(48,246)	(18,669)
Supplies, prepaid expenses and other current assets	291	(1,610)
Other assets	2,495	(3,702)
Due from affiliates	430	28
Accounts payable and accrued expenses	7,497	(1,411)
Accrued compensation and related expenses	1,066	2,750
Accrual for estimated third-party payor settlements	7,996	4,923
Accrued pension and other long-term liabilities	(4,635)	(25,624)
Net cash provided by operating activities	28,879	26,016
Cash flows from investing activities:		
Increase in property and equipment, net	(30,456)	(34,132)
Purchases of investments	(87,949)	(66,306)
Proceeds from sales of investments	31,793	72,671
Equity distributions from affiliates	4,752	6,310
Net cash used by investing activities	(81,860)	(21,457)
Cash flows from financing activities:		
Payments on long-term debt	(8,816)	(8,571)
Proceeds from issuance of long-term debt	62,004	–
Bond issuance costs	(670)	–
Change in short-term notes payable	(15)	(444)
Restricted contributions and pledges	1,370	1,700
Net cash provided (used) by financing activities	53,873	(7,315)
Net increase (decrease) in cash and cash equivalents	892	(2,756)
Cash and cash equivalents at beginning of year	3,799	6,555
Cash and cash equivalents at end of year	$ 4,691	$ 3,799

Supplemental disclosure:
At September 30, 2017, amounts totaling $10,918 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2018 and 2017 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC and CRHVC. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2018 and 2017.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 82% and 71% of self-pay accounts receivable at September 30, 2018 and 2017, respectively. The total provision for the allowance for doubtful accounts was $29,329 and $20,018 for the years ended September 30, 2018 and 2017, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs increased $6,643, from $20,787 in 2017 to $27,430 in 2018. A substantial portion of the increase in self-pay bad debt write-offs is attributed to the System's provision for certain accounts in 2017 that were not formally written off until 2018.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2018 and 2017, depreciation expense was $27,574 and $24,378, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2018 and 2017, the Hospital capitalized $167 and $509, respectively, of interest expense relating to various construction projects. At September 30, 2018, the Hospital has outstanding construction commitments totaling approximately $11.9 million for a new medical office building. Construction commenced in the Summer of 2018.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as 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.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2018 and 2017 were approximately $452 and $278, respectively.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated 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. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2018 and 2017, net patient service revenue in the accompanying consolidated statements of operations increased by approximately $2,900 and $1,300, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 34% and 5% and 32% and 5% of the Hospital's net patient service revenue for the years ended September 30, 2018 and 2017, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $201 and $217 for the years ended September 30, 2018 and 2017, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2020, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2020, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on October 1, 2019, with early adoption permitted. The System adopted ASU 2017-07 during the year ended September 30, 2018, which resulted in a reclassification of $5,166 of net periodic benefits costs, excluding service costs, from operating expenses to nonoperating expenses for the year ended September 30, 2017.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the System on October 1, 2019, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

Reclassifications

Certain 2017 amounts have been reclassified to permit comparison with the 2018 consolidated financial statements presentation format.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 5, 2018, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2018 and 2017, transfers made to CRHC were $(157) and $(114), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $122 and $612, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled $1,427 and $1,857 at September 30, 2018 and 2017, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($759 and $810 at September 30, 2018 and 2017, respectively) with principal and interest (6.75% at September 30, 2018) payments due monthly. Interest income amounted to $58 and $52 for the years ended September 30, 2018 and 2017, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $222 and $163 in 2018 and 2017, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $30,553 and $7,552 at September 30, 2018 and 2017, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2018	2017
Board designated funds:		
Cash and cash equivalents	$ 6,651	$ 3,582
Fixed income securities	22,555	22,805
Marketable equity and other securities	248,760	243,906
Inflation-protected securities	19,277	20,393
	297,243	290,686
Held by trustee for workers' compensation reserves:		
Fixed income securities	2,937	4,120
Self-insurance escrows and construction funds:		
Cash and cash equivalents	10,912	1,740
Fixed income securities	33,593	2,209
Marketable equity securities	8,536	8,446
	53,041	12,395
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,459	5,937
Fixed income securities	1,832	1,848
Marketable equity securities	20,200	19,769
Inflation-protected securities	1,565	1,654
Trust funds administered by others	11,051	11,002
Other	324	140
	40,431	40,350
	$393,652	$347,551

Included in marketable equity and other securities above are $172,826 and $173,052 at September 30, 2018 and 2017, respectively, in so called alternative investments and collective trust funds. See also Note 14.

3. Investments and Assets Whose Use Is Limited or Restricted (Continued)

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2018	2017
Unrestricted net assets:		
Interest and dividends	$ 4,344	$ 4,466
Investment income from trust funds administered by others	541	494
Net realized gains on sales of investments	9,996	4,255
	14,881	9,215
Restricted net assets:		
Interest and dividends	323	343
Net realized gains on sales of investments	755	339
	1,078	682
	$15,959	$ 9,897
Net unrealized gains on investments:		
Unrestricted net assets	$ 1,805	$23,122
Temporarily restricted net assets	158	1,864
Permanently restricted net assets	48	395
	$ 2,011	$25,381

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,779 and $1,655 in 2018 and 2017, respectively.

Investment management fees expensed and reflected in nonoperating income were $917 and $851 for the years ended September 30, 2018 and 2017, respectively.

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2018 and 2017:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2018						
Marketable equity securities	$ 1,743	$ (234)	$46,828	$ (9,261)	$48,571	$ (9,495)
Fund-of-funds	27,194	(917)	–	–	27,194	(917)
Collective trust funds	–	–	14,062	(897)	14,062	(897)
	$28,937	$(1,151)	$60,890	$(10,158)	$89,827	$(11,309)
2017						
Marketable equity securities	$36,725	$ (740)	$13,064	$ (6,119)	$49,789	$ (6,859)
Fund-of-funds	22,720	(332)	–	–	22,720	(332)
Collective trust funds	5,906	(94)	–	–	5,906	(94)
	$65,351	$(1,166)	$13,064	$ (6,119)	$78,415	$ (7,285)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2018 and 2017.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

4. Defined Benefit Pension Plan (Continued)

The following table summarizes the Plan's funded status at September 30, 2018 and 2017:

	2018	2017
Funded status:		
Fair value of plan assets	$ 235,752	$ 233,739
Projected benefit obligation	(267,072)	(277,075)
	$ (31,320)	$ (43,336)
Activities for the year consist of:		
Benefit payments and administrative expenses paid	$ 26,584	$ 16,256
Net periodic benefit cost	11,582	14,283

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2018	2017
Change in benefit obligation:		
Projected benefit obligation at beginning of year	$277,075	$270,534
Service cost	8,702	9,138
Interest cost	11,991	10,662
Actuarial (gain) loss	(5,612)	1,047
Benefit payments and administrative expenses paid	(26,584)	(16,256)
Other adjustments to benefit cost	1,500	1,950
Projected benefit obligation at end of year	$267,072	$277,075
Change in plan assets:		
Fair value of plan assets at beginning of year	$233,739	$185,404
Actual return on plan assets	12,597	21,591
Employer contributions	16,000	43,000
Benefit payments and administrative expenses	(26,584)	(16,256)
Fair value of plan assets at end of year	$235,752	$233,739
Funded status and amount recognized in noncurrent liabilities at September 30	$(31,320)	$(43,336)

4. **Defined Benefit Pension Plan (Continued)**

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2018 and 2017 consist of:

	2018	2017
Net actuarial loss (gain)	$ 121	$ (4,917)
Net amortized loss	(7,996)	(8,457)
Prior service credit amortization	276	276
Total amount recognized	$ (7,599)	$ (13,098)

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2018 and 2017, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	2018 Level 1	2017 Level 1
Short-term investments:		
Money market funds	$ 31,447	$ 41,294
Equity securities:		
Common stocks	10,188	9,575
Mutual funds – international	7,923	8,214
Mutual funds – domestic	49,090	45,874
Mutual funds – natural resources	4,478	5,061
Mutual funds – inflation hedge	8,325	8,303
Fixed income securities:		
Mutual funds – REIT	890	415
Mutual funds – fixed income	15,522	15,670
	127,863	134,406
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	71,202	67,299
Collective trust funds	36,687	32,034
Total investments at fair value	$235,752	$233,739

4. **Defined Benefit Pension Plan (Continued)**

The target allocation for the System's pension plan assets as of September 30, 2018 and 2017, by asset category are as follows:

	2018		2017	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	13%	0-20%	18%
Equity securities	40-80%	64	40-80%	62
Fixed income securities	5-80%	7	5-80%	7
Other	0-30%	16	0-30%	13

The funds-of-funds are invested with ten investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $10 million at September 30, 2018 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $7 million at September 30, 2018 allows for monthly redemptions, with 15 days' notice. Five managers holding amounts totaling approximately $38 million at September 30, 2018 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately $11 million at September 30, 2018 allow for annual redemptions, with notice ranging from 60 to 90 days. One of the managers holding amounts of approximately $5 million at September 30, 2018 allows for redemptions on a semi-annual basis, with a notice of 60 days. The redemption is further limited to 25% of the investment balance at each redemption period. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

4. **Defined Benefit Pension Plan (Continued)**

Amounts included in expense during fiscal 2018 and 2017 consist of:

	2018	2017
Components of net periodic benefit cost:		
Service cost	$ 8,702	$ 9,138
Interest cost	11,991	10,662
Expected return on plan assets	(18,331)	(15,627)
Amortization of prior service credit and loss	7,720	8,160
Other adjustments to benefits cost	1,500	1,950
Net periodic benefit cost	$ 11,582	$ 14,283

The accumulated benefit obligations for the plan at September 30, 2018 and 2017 were $251,736 and $261,601, respectively.

	2018	2017
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.63%	4.29%
Rate of compensation increase	3.00	3.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.29%	4.03%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	3.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2019 are as follows:

Actuarial loss	$ 7,153
Prior service credit	(247)
	$ 6,906

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

4. Defined Benefit Pension Plan (Continued)

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2019 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2019	$ 23,059
2020	15,039
2021	16,268
2022	17,339
2023	18,539
2024 – 2028	105,746

Effective September 26, 2018, the Plan entered into a group annuity contract with Pacific Life Insurance Company. The contract was purchased for certain retirees of the Plan. A total of 354 participants were entitled to receive benefits purchased under the contract. Annuity payments for participants will commence on January 1, 2019 and Pacific Life Insurance Company will assume the risk for participants entitled to receive benefits purchased under this contract. The Plan paid premiums totaling $9,135 and $9,241 in September 2018 and October 2018, respectively, relating to the purchase of the contract.

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

5. Estimated Third-Party Payor Settlements (Continued)

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2018 and 2017. The amount of tax incurred by the System for 2018 and 2017 was $20,975 and $20,311, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to $14,327 in 2018 and $12,717 in 2017, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2015 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2018 and 2017:

	2018	2017
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $7,530 in 2018	$ 61,740	$ –
2.0% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $2,945 in 2018 and $3,066 in 2017	41,805	43,091
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $3,977 through 2024	13,079	16,786
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,201 through 2026, including unamortized original issue premium of $155 and $175 in 2017	22,325	26,289
	138,949	86,166
Less unamortized bond issuance costs	(1,425)	(843)
Less current portion	(9,061)	(8,822)
	$128,463	$ 76,501

In December 2017, $62,004 (including an original issue premium of $7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

6. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2018 and 2017.

The obligations of the Hospital under the Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $5,530 (including capitalized interest of $167) and $4,010 for the years ended September 30, 2018 and 2017, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2019	$ 9,061
2020	7,385
2021	5,186
2022	5,339
2023	5,485
Thereafter	95,863
	$128,319

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. During 2017, the System paid to transfer its obligation for claims and incidents made and reported under the 2001-2011 policy period to a third party. Under the Loss Portfolio Transfer agreement, the third party assumed obligation for claims and incidents made and reported, including any closed incidents included on loss run reports that may ripen into a claim or suit and are subject to reopening.

7. Commitments and Contingencies (Continued)

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2018, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $3,341 and $1,995 at September 30, 2018 and 2017, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2018, the System's interest in the captive represents approximately 58% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $6,363 and $5,400 at September 30, 2018 and 2017, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2018 and 2017, the Hospital recorded a liability of approximately $1,000 and $3,800, respectively, related to estimated professional liability losses. At September 30, 2018 and 2017, the Hospital also recorded a receivable of $1,000 and $3,800, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,523 and $2,455 at September 30, 2018 and 2017, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $2,937 and $4,120 at September 30, 2018 and 2017, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

7. Commitments and Contingencies (Continued)

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2018 and 2017, have been recorded as a liability of $6,724 and $8,799, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2018 are as follows:

Year Ending September 30:	
2019	$ 6,121
2020	4,845
2021	4,362
2022	3,632
2023	3,346
Thereafter	14,240
	$36,546

Rent expense was $6,616 and $6,297 for the years ended September 30, 2018 and 2017, respectively.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	2018	2017
Health education and program services	$15,481	$15,970
Capital acquisitions	1,646	1,485
Indigent care	239	243
For periods after September 30 of each year	214	102
	$17,580	$17,800

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	2018	2017
Health education and program services	$17,759	$17,595
Capital acquisitions	803	803
Indigent care	1,810	1,811
For periods after September 30 of each year	275	193
	$20,647	$20,402

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	2018	2017
Gross patient service charges:		
Inpatient services	$ 538,592	$ 488,730
Outpatient services	641,817	609,993
Physician services	177,347	168,161
Less charitable services	(12,021)	(8,547)
	1,345,735	1,258,337
Less contractual allowances and discounts:		
Medicare	(487,941)	(456,339)
Medicaid	(98,632)	(110,816)
Other	(267,214)	(223,077)
	(853,787)	(790,232)
Total Hospital net patient service revenue (net of contractual allowances and discounts)	491,948	468,105
Other entities	699	242
	$ 492,647	$ 468,347

9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2018 and 2017 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2018 and 2017..

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2018				
Private payors (includes coinsurance and deductibles)	$ 527,965	$(236,785)	$(17,106)	$274,074
Medicaid	134,761	(112,341)	–	22,420
Medicare	654,270	(487,941)	(4,887)	161,442
Self-pay	28,739	(16,720)	(7,329)	4,690
	$1,345,735	$(853,787)	$(29,322)	$462,626
2017				
Private payors (includes coinsurance and deductibles)	$ 494,628	$(209,601)	$ (9,878)	$275,149
Medicaid	132,747	(110,816)	–	21,931
Medicare	604,179	(456,339)	(2,509)	145,331
Self-pay	26,783	(13,476)	(7,652)	5,655
	$1,258,337	$(790,232)	$(20,039)	$448,066

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	2018	2017
Health care services	$357,294	$325,471
General and administrative	76,788	80,050
Depreciation and amortization	27,574	24,378
Medicaid enhancement tax	20,975	20,311
Interest expense	4,873	2,918
	$487,504	$453,128

10. Functional Expenses (Continued)

Fundraising related expenses were $946 and $940 for the years ended September 30, 2018 and 2017, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	2018	2017
Community health services	$ 2,131	$ 2,150
Health professions education	3,596	4,398
Subsidized health services	40,595	40,320
Research	91	83
Financial contributions	605	752
Community building activities	8	45
Community benefit operations	58	97
Charity care costs (see Note 1)	4,528	3,669
	$51,612	$51,514

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of $85,512 and $88,830 in 2018 and 2017, respectively.

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2018	2017
Patients	9%	10%
Medicare	36	33
Anthem Blue Cross	16	14
Cigna	3	3
Medicaid	10	13
Commercial	23	25
Workers' compensation	3	2
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 13,300 in 2018 and 20,800 in 2017. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2018 and 2017. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

14. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2018				
Cash and cash equivalents	$ 53,575	$ -	$ -	$ 53,575
Fixed income securities	60,917	-	-	60,917
Marketable equity and other securities	104,670	-	-	104,670
Inflation-protected securities and other	21,166	-	-	21,166
Trust funds administered by others	-	-	11,051	11,051
	$240,328	$ -	$11,051	251,379
Funds measured at net asset value:				
Marketable equity and other securities				172,826
				$424,205
2017				
Cash and cash equivalents	$ 18,811	$ -	$ -	$ 18,811
Fixed income securities	30,982	-	-	30,982
Marketable equity and other securities	99,069	-	-	99,069
Inflation-protected securities and other	22,187	-	-	22,187
Trust funds administered by others	-	-	11,002	11,002
	$171,049	$ -	$11,002	182,051
Funds measured at net asset value:				
Marketable equity and other securities				173,052
				$355,103

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

14. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2018 and 2017:

	Trust Funds Administered by Others
Balance at September 30, 2016	$10,607
Net realized and unrealized gains	395
Balance at September 30, 2017	11,002
Net realized and unrealized gains	49
Balance at September 30, 2018	$11,051

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
September 30, 2018:				
Funds-of-funds	$15,060	$ –	Semi-monthly	5 days
Funds-of-funds	10,300	–	Monthly	15 days
Funds-of-funds	52,984	–	Quarterly	45 – 65 days
Funds-of-funds	19,348	–	Annual	60 - 90 days
Funds-of-funds	8,342	–	Semi-annual	60 days***
Funds-of-funds	2,033	4,412	Illiquid	N/A
Collective trust funds	14,062	–	Daily	10 days
Collective trust funds	50,697	–	Monthly	6 – 10 days
September 30, 2017:				
Funds-of-funds	$13,948	$ –	Semi-monthly	5 days
Funds-of-funds	10,634	–	Monthly	15 days
Funds-of-funds	58,988	–	Quarterly	45 – 65 days
Funds-of-funds	18,219	–	Annual	60 - 90 days*
Funds-of-funds	7,232	–	Three year rolling	60 days**
Funds-of-funds	362	3,411	Illiquid	N/A
Collective trust funds	5,906	–	Daily	10 days
Collective trust funds	57,763	–	Monthly	6 – 10 days

* Certain funds are subject to a 2 year lock period before annual redemption can occur.

** Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.

*** Limited to 25% of the investment balance at each redemption.

14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to $13,747 between six investment managers, and had funded $2,057 of that commitment as of September 30, 2018. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

14. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $138,949 and $155,435, respectively, at September 30, 2018, and $86,166 and $102,286, respectively, at September 30, 2017.

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

The Board of Trustees
Concord Hospital, Inc.

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System) as of and for the years ended September 30, 2018 and 2017, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 5, 2018

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2017)

September 30, 2018

ASSETS
(In thousands)

	2018					
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	Eliminations	Consolidated	2017 Consolidated
Current assets:						
Cash and cash equivalents	$ 4,676	$ -	$ 15	$ -	$ 4,691	$ 3,799
Short-term investments	30,553	-	-	-	30,553	7,552
Accounts receivable, net	69,914	(30)	377	-	70,261	51,344
Due from affiliates	659	5,543	-	(5,543)	659	634
Supplies	1,979	-	100	-	2,079	1,777
Prepaid expenses and other current assets	4,977	211	74	-	5,262	5,855
Total current assets	112,758	5,724	566	(5,543)	113,505	70,961
Assets whose use is limited or restricted:						
Board designated	297,243	-	-	-	297,243	290,686
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	55,978	-	-	-	55,978	16,515
Donor-restricted funds and restricted grants	40,431	-	-	-	40,431	40,350
Total assets whose use is limited or restricted	393,652	-	-	-	393,652	347,551
Other noncurrent assets:						
Due from affiliates, net of current portion	15,005	-	-	(14,237)	768	1,223
Other assets	10,715	-	2,629	-	13,344	15,052
Total other noncurrent assets	25,720	-	2,629	(14,237)	14,112	16,275
Property and equipment:						
Land and land improvements	6,669	273	-	-	6,942	6,426
Buildings	159,768	35,500	33	-	195,301	190,585
Equipment	287,858	2,687	2,149	-	292,694	246,586
Construction in progress	7,044	-	-	-	7,044	38,725
	461,339	38,460	2,182	-	501,981	482,322
Less accumulated depreciation	(303,712)	(27,254)	(1,957)	-	(332,923)	(305,312)
Net property and equipment	157,627	11,206	225	-	169,058	177,010
	$ 689,757	$ 16,930	$ 3,420	$(19,780)	$ 690,327	$ 611,797

LIABILITIES AND NET ASSETS
(In thousands)

	2018					
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	Eliminations	Consolidated	2017 Consolidated
Current liabilities:						
Short-term notes payable	$ -	$ -	$ -	$ -	$ -	$ 15
Accounts payable and accrued expenses	36,059	23	108	-	36,190	39,611
Accrued compensation and related expenses	26,613	-	33	-	26,646	25,580
Due to affiliates	5,543	-	-	(5,543)	-	-
Accrual for estimated third-party payor settlements	35,378	-	-	-	35,378	27,382
Current portion of long-term debt	9,061	-	-	-	9,061	8,822
Total current liabilities	112,654	23	141	(5,543)	107,275	101,410
Long-term debt, net of current portion	128,463	14,237	-	(14,237)	128,463	76,501
Accrued pension and other long-term liabilities	48,302	-	-	-	48,302	60,536
Total liabilities	289,419	14,260	141	(19,780)	284,040	238,447
Net assets:						
Unrestricted	362,111	2,670	3,279	-	368,060	335,148
Temporarily restricted	17,580	-	-	-	17,580	17,800
Permanently restricted	20,647	-	-	-	20,647	20,402
Total net assets	400,338	2,670	3,279	-	406,287	373,350
	$ 689,757	$ 16,930	$ 3,420	$(19,780)	$ 690,327	$ 611,797

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2017)

Year Ended September 30, 2018

(In thousands)

	2018					
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	Eliminations	Consolidated	2017 Consolidated
Unrestricted revenue and other support:						
Net patient service revenue, net of contractual allowances and discounts	$ 491,948	$ -	$ 699	$ -	$ 492,647	$ 468,347
Provision for doubtful accounts	(29,322)	-	(7)	-	(29,329)	(20,018)
Net patient service revenue less provision for doubtful accounts	462,626	-	692	-	463,318	448,329
Other revenue	13,530	5,444	5,571	(4,049)	20,496	19,350
Disproportionate share revenue	14,327	-	-	-	14,327	12,717
Net assets released from restrictions for operations	2,112	-	-	-	2,112	1,191
Total unrestricted revenue and other support	492,595	5,444	6,263	(4,049)	500,253	481,587
Operating expenses:						
Salaries and wages	232,432	-	398	526	233,356	220,255
Employee benefits	51,885	-	128	117	52,130	51,723
Supplies and other	99,918	1,654	315	(3,174)	98,713	95,948
Purchased services	43,184	704	109	(645)	43,352	32,373
Professional fees	6,531	-	-	-	6,531	5,222
Depreciation and amortization	26,082	1,477	15	-	27,574	24,378
Medicaid enhancement tax	20,975	-	-	-	20,975	20,311
Interest expense	4,873	873	-	(873)	4,873	2,918
Total operating expenses	485,880	4,708	965	(4,049)	487,504	453,128
Income from operations	6,715	736	5,298	-	12,749	28,459
Nonoperating income:						
Unrestricted gifts and bequests	317	-	-	-	317	1,619
Investment income and other	12,878	-	-	-	12,878	10,476
Net periodic benefits cost, other than service cost	(2,880)	-	-	-	(2,880)	(5,166)
Total nonoperating income	10,315	-	-	-	10,315	6,929
Excess of revenues and nonoperating income over expenses	$ 17,030	$ 736	$ 5,298	$ -	$ 23,064	$ 35,388

CONCORD HOSPITAL
BOARD OF TRUSTEES
2019

Valerie Acres, Esq.
Sol Asmar, **Chair**
Frederick Briccetti, MD
William Chapman, Esq., **Secretary**
Michelle Chicoine
Peter Cook
Philip Emma, **Vice Chair**
Rosemary Heard
Lucy Karl, Esq.
Peter Noordsij, MD
Manisha Patel, DDS
David Ruedig
Muriel Schadee, CPA
Robert Segal
Lon Setnik, MD (ex-officio, CH Medical Staff President)
Robert Steigmeyer, **President/CEO** (ex-officio)
David Stevenson, MD
Jeffrey Towle

Treasurer (not Member of the Board):
Scott W. Sloane

1/19

Martha E. Seery

CAREER HISTORY:

2014 – Present	Concord Hospital Concord, NH	Administrative Director NH Dartmouth Family Medicine Residency, Concord Hospital Family Health Center Center for Integrative Medicine

Responsible for maintaining the balance of academic, clinical and managerial operations, ensuring that all staffs are working at optimal levels of performance, performance metrics are understood, monitored, and achieved, budgets are developed and maintained in order to sustain operations in a fiscally viable manner, patient satisfaction levels and employee engagement levels are excellent, and ultimately ensure that the mission, vision, and values are upheld. Practice Management curriculum coordinator.

2007 – 2014	Concord Hospital	Administrative Director NH Dartmouth Family Medicine Residency
2003 - 2007	Concord Hospital	Manager NH Dartmouth Family Medicine Residency
1989 – 2002	Elliot Health System Elliot Hospital Manchester, NH	Director, Demand Management 1992 - 2002 Physician Services Coordinator 1989 - 1992
1988- 1989	Elliot Health Systems Northeast Health Services	Supervisor
1983 – 1987	Computervision Corporation Manchester, NH	Data Coordinator

EDUCATION:	Bachelor of Science Candidate Southern NH University

KAREN M. DECKER-GENDRON, M.A., M.S.N., CAGS, CRC, RN, CNL

NURSING EXPERIENCE:	
	Concord Hospital Family Health Center
April 2019 – Present	Clinical Manager
August 2014-April 2019	Clinical Nurse Leader
PROFESSIONAL EXPERIENCE:	
July 2009- January 2013	The State of New Hampshire Concord, NH Division of Vocational Rehabilitation Vocational Rehabilitation Supervisor-Benefits Unit Self-Employment Coordinator
July 2004- June 2009	The State of New Hampshire Concord, NH Division of Vocational Rehabilitation Department of Health and Human Services TANF Medical Assessment Project Supervisor
November 1996- July 2004	The State of New Hampshire Concord, NH Division of Vocational Rehabilitation Rehabilitation Counselor II
January 1995- November 1996	The Mental Health Center of Greater Manchester, Manchester, NH Reaching for Autonomy Program Clinical Case Manager
August 1993- January 1995	The State of New Hampshire, Manchester, NH Division of Vocational Rehabilitation Project Network-NH Rehabilitation Counselor II; Mental Health Specialist
EDUCATION:	University of New Hampshire, Durham, NH Master of Science-Direct Entry Master's of Nursing Program Graduation Date: July, 2014 Assumption College, Worcester, MA Master of Arts/C.A.G.S. in Rehabilitation Counseling Graduation Date: May, 1993 Bachelor of Arts in Biology Bachelor of Arts in Social and Rehabilitation Services Graduation Date: May, 1991
AFFILIATIONS:	Member National Rehabilitation Association (1993-2012) Member New Hampshire Rehabilitation Association (1993-2012) Certified Rehabilitation Counselor (1993-2023) Member Sigma Theta Tau (Present) Certified Clinical Nurse Leader (2014-2019)

Danielle M Goulette, BSN, RN, CLC

EDUCATION: **Saint Joseph's College of Maine**, Standish, ME
May 2010 Bachelor of Science in Nursing

WORK EXPERIENCE: **Concord Hospital Family Health Center**, Concord, NH

March 2014- present Prenatal Nurse Coordinator responsibilities

August 2013- March 2014 Clinical Leader responsibilities

October 2011 - present Clinical responsibilities

Bedford Hills Care and Rehabilitation Center, Bedford, NH
March 2011- July 2015 Staff Registered Nurse

St. Vincent de Paul Nursing and Rehab Center, Berlin, NH
September 2010- March 2011 Staff Registered Nurse

LEADERSHIP TRAINING: **Concord Hospital**, Concord, NH

November 2013	Your Leadership Journey
January 2014	Coaching for Peak Performance
February 2014	Improving Performance
March 2014	Crucial Conversations; Situational Leadership

CERTIFICATIONS:

2004 – present	Cardiopulmonary Resuscitation (CPR)	American Heart Association
2016- present	Certified Lactation Counselor (CLC)	Academy of Lactation Policy and Practice
2012-2015	Certified Breastfeeding Educator	The Rising Star
2011	Intravenous (IV) Certification	Omnicare of New Hampshire
	Electrocardiogram (EKG) Certification	

SUZANNE WILLIAMS

EXPERIENCE

CONCORD HOSPITAL, Concord, NH

Practice Manager, Family Health Center	2008- Present

CIGNA HEATLHCARE, Hooksett, NH

Employer Services Operations Manager	2001-2008
Member Services Call Center Manager	1998-2000
Member Services Supervisor	1996-1998

HEALTHSOURCE, Concord, NH

Member Services Representative/Team Leader	1991-1996
Welcome Plan Representative	1988-1991

EDUCATION

Franklin Pierce College, Concord, NH, 1988-2000

Beth L. Koester M.D.

PROFESSIONAL EXPERIENCE

Concord Hospital Family Health Center — Concord, NH
Medical Director — October 16, 2017

UMass Memorial Medical Center — Worcester, MA
Chief of Service, Family Medicine Hospitalist Division — 2013- October 2017

Penobscot Bay Medical Center — Rockport, ME
Chair, Hospitalist Department — 2011-2013

Penobscot Bay Medical Center — Rockport, ME
President of the Medical Staff — 2010-2012

Penobscot Bay Medical Center — Rockport, ME
Chair, Department of Family Practice — 2006-2010

Penobscot Bay Medical Center — Rockport, ME
Hospitalist — 2010-2013

Beth L. Koester MD — Camden, ME
Private, solo-practice physician — 2001-2010

St. Mary's Family Health Center — Poland, ME
Employed family physician — 1998-2001

EDUCATION

Carnegie Mellon University, Heinz College — Pittsburgh, PA
Master of Medical Management (MMM) — May 2014

University of Massachusetts Medical School — Worcester, MA
Doctor of Medicine (MD) — June 1995

Massachusetts Institute of Technology — Cambridge, MA
Master of Science (SM), Electrical Engineering and Computer Science — June 1984

University of Lowell — Lowell, MA
Bachelor of Science Summa cum Laude (BS), Electrical Engineering — May 1981

POST DOCTORAL TRAINING

Marquette General Hospital, College of Human Medicine, Michigan State University — Marquette, MI
Family Practice Resident — 1995-1998

BOARD CERTIFICATION

American Board of Family Medicine — Initial certification 1998; re-certified 2004, 2014

Concord Hospital Family Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Seery	Administrative Director	$129,012.00	10%	$12,901.00
Karen Decker-Gendron, RN	Clinical Manager	90,000.00	15%	13,501.00
Daniella Goulette, RN	Prenatal Coordinator	66,209.00	30%	19,863.00
Suzanne Williams	Practice Manager	92,355.00	15%	13,853.00
Beth Koester, MD	Medical Director	195,000.00	10%	19,500.00

A mae

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

June 17, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177528-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

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

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

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

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

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

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

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on August 14, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

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

   June 30, 2021.

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

   $518,196.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C,

6/11/2019

Amendment #2, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, Family Planning Performance Measure Definitions.
10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #2, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #2, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.

6/11/2019

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/13/19
Date

Name: Lisa Morris
Title: Director

Concord Hospital

6·11·2019
Date

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 6·11·2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen Lamontagne
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: 11/18/20

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

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

4.4. Clinical Services – Requirements:

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

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

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

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

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

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

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

4.7. Sterilization Services:

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

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

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

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

6. Staffing

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

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

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

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

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

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

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

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

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

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

7. Performance Measures

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

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

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

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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

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

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

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

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

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

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

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

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force:
http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.
- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014; pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use

- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits

- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided:
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination
   b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use

- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF). Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

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

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Concord Hospital Family Health Center — 6/11/2019

Agency Name — Date

Attachment C, Amendment #2

Title X Family Planning Program Priorities:

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

Attachment C, Amendment #2

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

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Attachment C, Amendment #2

AGENCY NAME: _____
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

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

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

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

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

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

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

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

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

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

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

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

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

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

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

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

Family Planning (FP) Performance Measure #8

Annual Training Report

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

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

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

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

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

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

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

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

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

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of ~~Governor and Executive Council~~ Department of Health and Human Services approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/6/18
Date

Lisa Morris, MSSW
Director

Concord Hospital Inc.

7/25/2018
Date

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 7/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/2020

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

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

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8/14/2018 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8/14/2018
Date

for E.M. Reinemann
E. Maria Reinemann
Director

Exhibit B-3, Budget Family Planning Funds Amendment #1

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning Services

Budget Period: July 1, 2010 - June 30, 2011 (SFY 2011)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract shares		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 561,753.44	$ -	$ 561,753.44	$ 510,238.44	$ -	$ 510,238.44	$ 71,517.00	$ -	$ 71,517.00
2. Employee Benefits	$ 145,437.00	$ -	$ 145,437.00	$ 127,559.00	$ -	$ 127,559.00	$ 17,878.00	$ -	$ 17,878.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 4,622.00	$ -	$ 4,622.00	$ -	$ -	$ -	$ 4,622.00	$ -	$ 4,622.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 734,312.44	$ -	$ 734,312.44	$ 637,798.44	$ -	$ 637,798.44	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct 0.0%

Contractor Initials MB

Date 7/25/2018

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

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

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

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

WHEREAS, the parties agree to adjust budget line items within the price limitation with no changes to the scope of work and no change to the price limitation; and

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

1. Delete Exhibit B-3, Budget Family Planning Funds in its entirety and replace with Exhibit B-3, Budget Family Planning Funds Amendment #1.
2. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of ~~Governor and Executive Council~~ Department of Health and Human Services approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/6/18
Date

Lisa Morris, MSSW
Director

Concord Hospital Inc.

7/25/2018
Date

Name: Robert P. Steigmeyer
Title: President and CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 7/25/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Kathleen G Lamontagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/2020

KATHLEEN G. LAMONTAGNE
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

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

I hereby certify that the foregoing Amendment was approved by Department of Health and Human Services, Contracts Unit on: 8/14/2018 (date)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CONTRACTS AND PROCUREMENT

8/14/2018
Date

for E.M. Reinemann
E. Maria Reinemann
Director

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning Services

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 361,733.44	$ -	$ 361,733.44	$ 319,238.44	$ -	$ 319,238.44	$ 71,317.00	$ -	$ 71,317.00
2. Employee Benefits	$ 145,437.00	$ -	$ 145,437.00	$ 127,339.00	$ -	$ 127,339.00	$ 17,979.00	$ -	$ 17,979.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 4,622.00	$ -	$ 4,622.00	$ -	$ -	$ -	$ 4,622.00	$ -	$ 4,622.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify above if exceeds 5% of total):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 734,311.44	$ -	$ 734,311.44	$ 517,316.44	$ -	$ 517,316.44	$ 96,917.00	$ -	$ 96,917.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials AHB
Date 7/25/2018

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

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

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

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

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center — **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care — **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center — **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center — **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center — **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

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

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-7200	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $259,098
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President/CEO	

1.13 Acknowledgement: State of N.H, County of Merrimack

On 10/23/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 10/30/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/31/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MM
Date 10/23/17

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MLS
Date 10/23/17

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials MS
Date 10/23/17

Scope of Services

1. Provisions Applicable to All Services

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

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

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.

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

4.4. Clinical Services – Requirements:

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

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

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

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

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

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

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

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

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

6. Staffing

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

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

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

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

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

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

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

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

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

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

7. Performance Measures

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

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 BUDGET
Family Planning Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 160,000.00	$ -	$ 160,000.00	$ 63,483.00	$ -	$ 63,483.00	$ 96,517.00	$ -	$ 96,517.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 160,000.00	$ -	$ 160,000.00	$ 63,483.00	$ -	$ 63,483.00	$ 96,517.00	$ -	$ 96,517.00

Indirect As A Percent of Direct %

Exhibit B-1 Budget

Initials AM
Date 10/23/17

Exhibit B-2 BUDGET
TANF Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF
(Name of RFP)

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

Line Item	Total Program Cost			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	$ 64,768.00	$ -	$ 64,768.00	$ 31,764.00	$ -	$ 31,764.00	$ 33,032.00	$ -	$ 33,032.00
2. Employee Benefits	$ 16,199.00	$ -	$ 16,199.00	$ 16,199.00	$ -	$ 16,199.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 80,966.00	$ -	$ 80,966.00	$ 47,963.00	$ -	$ 47,963.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct %

Exhibit B-2 Budget

Initials MB
Date 10/23/17

Exhibit B-3 BUDGET
Family Planning Services

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 194,000.00	$ -	$ 194,000.00	$ 71,483.00	$ -	$ 71,483.00	$ 98,517.00	$ -	$ 98,517.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 194,000.00	$ -	$ 194,000.00	$ 71,483.00	$ -	$ 71,483.00	$ 98,517.00	$ -	$ 98,517.00

Indirect As A Percent of Direct %

Exhibit B-3 Budget

Initials MB
Date 10/23/17

Exhibit B-4 BUDGET
TANF Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 66,740.00	$ -	$ 66,740.00	$ 33,708.00	$ -	$ 33,708.00	$ 33,032.00	$ -	$ 33,032.00
2. Employee Benefits	$ 16,885.00	$ -	$ 16,885.00	$ 16,885.00	$ -	$ 16,885.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify up to 10 categories)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 83,625.00	$ -	$ 83,625.00	$ 50,593.00	$ -	$ 50,593.00	$ 33,032.00	$ -	$ 33,032.00

Indirect As A Percent of Direct %

Exhibit B-4 Budget

Initials MD
Date 10/23/17

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

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12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

10/23/17
Date

Name: Robert P. Steigroeger
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials MM
Date 10/23/17

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

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

PRIMARY COVERED TRANSACTIONS

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

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/23/17
Date

Name: Robert A. P. Steigmeyer
Title: President and CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate**.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services The State	Concord Hospital Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS Name of Authorized Representative	Robert P. Steigmeyer Name of Authorized Representative
DIRECTOR, DPHS Title of Authorized Representative	President and CEO Title of Authorized Representative
10/30/17 Date	10/23/17 Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/23/17
Date

Name: Robert P. Steigmeyer
Title: President and CEO

FORM A

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

1. The DUNS number for your entity is: 07-397399

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials MLS
Date 10/23/17

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

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

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

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

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

Contractor Initials AM
Date 10/23/17

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

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

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

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

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

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

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

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

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

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

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

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

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

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

Amendment #2, Method and Conditions Precedent to Payment.

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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/14/19
Date

Name: Lisa Morris
Title: Director

Amoskeag Health

11/5/19
Date

Name: Kris McCracken
Title: President / CEO

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: OCT 17, 2023

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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name: Lisa Morris
Title: Director

Amoskeag Health

11/5/19
Date

Name:
Title: President/CEO

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 10/17/23

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

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

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

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

2. Purpose

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

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

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

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

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

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

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

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

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

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

4.6. Clinical Services – Requirements:

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

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

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

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

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

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

4.7. STD and HIV Counseling and Testing – Requirements:

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

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

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

4.8. Health Education Materials:

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

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

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

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

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

4.9. Sterilization Services:

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

4.10. Confidentiality:

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

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

5. Work Plan

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

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

6. Staffing

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

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

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

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

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

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

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

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

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

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

7. Performance Measures

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

8. Reporting Requirements

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

8.2. State Clinical Reporting Requirements:

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

9. Deliverables

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

10. Meetings and Trainings

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

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

Method and Conditions Precedent to Payment

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

Exhibit B-5 - Amendment #2 Budget
Family Planning Funds

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

Bidder/Program Name: Ammoseag Health

Budget Request for: Family Planning Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 85,751.00	$ 8,575.10	$ 94,326.10	$ -	$ 8,575.10	$ 8,575.10	$ 85,751.00	$ -	$ 85,751.00
2. Employee Benefits	$ 20,409.00	$ 2,040.90	$ 22,449.90	$ -	$ 2,040.90	$ 2,040.90	$ 20,409.00	$ -	$ 20,409.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 2,715.00	$ 271.50	$ 2,986.50	$ -	$ 271.50	$ 271.50	$ 2,715.00	$ -	$ 2,715.00
Medical	$ 800.00	$ 80.00	$ 880.00	$ -	$ 80.00	$ 80.00	$ 800.00	$ -	$ 800.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 250.00	$ 25.00	$ 275.00	$ -	$ 25.00	$ 25.00	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 109,925.00	$ 10,992.50	$ 120,917.50	$ -	$ 10,992.50	$ 10,992.50	$ 109,925.00	$ -	$ 109,925.00
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials: [illegible]
Date: 1/5/19

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

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 87,037.00	$ 8,703.70	$ 95,740.70	$ -	$ 8,703.70	$ 8,703.70	$ 87,037.00	$ -	$ 87,037.00
2. Employee Benefits	$ 20,227.00	$ 2,022.70	$ 22,249.70	$ -	$ 2,022.70	$ 2,022.70	$ 20,227.00	$ -	$ 20,227.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 1,820.00	$ 182.00	$ 2,002.00	$ -	$ 182.00	$ 182.00	$ 1,820.00	$ -	$ 1,820.00
Medical	$ 591.00	$ 59.10	$ 650.10	$ -	$ 59.10	$ 59.10	$ 591.00	$ -	$ 591.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 250.00	$ 25.00	$ 275.00	$ -	$ 25.00	$ 25.00	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 108,925.00	$ 10,992.50	$ 120,917.50	$ -	$ 10,992.50	$ 10,992.50	$ 108,925.00	$ -	$ 108,925.00
Indirect As A Percent of Direct		10.00%						0%	

Contractor Initials KLC
Date 1/5/19

Exhibit B-7 - Amendment #2 Budget
TANF

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

Bidder/Program Name: Androscoggin Health

Budget Request for: Family Planning Program Services - TANF

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 16,437.00	$ 1,643.70	$ 18,080.70	$ -	$ 1,643.70	$ 1,643.70	$ 16,437.00	$ -	$ 16,437.00
2. Employee Benefits	$ 3,912.00	$ 391.20	$ 4,303.20	$ -	$ 391.20	$ 391.20	$ 3,912.00	$ -	$ 3,912.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,268.00	$ 226.80	$ 2,494.80	$ -	$ 226.80	$ 226.80	$ 2,268.00	$ -	$ 2,268.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,616.00	$ 2,261.60	$ 24,878.80	$ -	$ 2,261.60	$ 2,261.60	$ 22,616.00	$ -	$ 22,616.00
Indirect As A Percent of Direct		10.00%						0%	

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

Exhibit B-8 - Amendment #2 Budget
TANF

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

Bidder/Program Name: Amoskeag Health

Budget Request for: Family Planning Program Services - TANF

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 16,884.00	$ 1,868.40	$ 18,352.40	$ -	$ 1,868.40	$ 1,868.40	$ 16,884.00	$ -	$ 16,884.00
2. Employee Benefits	$ 3,877.00	$ 387.70	$ 4,264.70	$ -	$ 387.70	$ 387.70	$ 3,877.00	$ -	$ 3,877.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,057.00	$ 205.70	$ 2,262.70	$ -	$ 205.70	$ 205.70	$ 2,057.00	$ -	$ 2,057.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,818.00	$ 2,261.80	$ 24,879.80	$ -	$ 2,261.80	$ 2,261.80	$ 22,818.00	$ -	$ 22,818.00

Indirect As A Percent of Direct: 10.00% | 0%

Contractor Initials: XMC
Date: 11/5/19

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

Family Planning Clinical Services Guidelines, SFY 20

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

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

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

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

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

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

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

Contractor Initials HN
Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date
CNM Dance Reetchel	DE Reetchel	11/5/19
Kristin Logan	Kristin Logan	11/5/19
Lisa DiBrigida, MD	Lisa DiBrigida, MD	11/5/19

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Date 11/5/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

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

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

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

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

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

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

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

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

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

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

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- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Contractor Initials [illegible]

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
  - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
  - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Contractor Initials [illegible]
Date 11/5/19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Amoskeag Health

Agency Name

11/5/19

Date

Contractor Initials KF

Date 11/5/19

NH Family Planning Program (NH FPP) Priorities:

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

Contractor Initials _____
Date 6/5/19

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

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

Contractor Initials _____
Date 1/5/19

AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

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

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

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

SFY 20 Outcome

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

Through June 2021, FPP delegate agencies will provide services to:

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

SFY 21 Outcome

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

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials: _____
Date 11/5/19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

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

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

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

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials JK

Date 4/5/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

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

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

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials _____
Date 4/5/19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

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

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

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

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

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

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

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials _____
Date 4/5/19

Sample Work Plan

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

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

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

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

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

Contractor Initials HLS
Date 4/5/19

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

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

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11/5/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials _____
Date 11/5/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials [illegible]
Date 11/5/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials KL
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

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

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

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

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
ↄ	ↄ
	EVALUATION ACTIVITIES
	ↄ

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials Yu
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials KLS
Date 01/5/15

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

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

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

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials _____
Date 11/5/19

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

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

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

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

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

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

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

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

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

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

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

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

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials
Date 11/5/19

Family Planning (FP) Performance Measure #3

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

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

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

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

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

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

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

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

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

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

Contractor Initials
Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

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

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

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

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

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

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

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

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

Contractor Initials MK

Date 11/5/19

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **175115**
Certificate Number: **0004363175**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of January A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Crespo, do hereby certify that:

1. I am a duly elected Officer of Amoskeag Health, Board of Directors.

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 November 5th, 2019:

RESOLVED: That the President/CEO of Amoskeag Health, Kris McCracken 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 foregoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 5th day of November, 2019.

4. I, David Crespo, am the duly elected Secretary of the Board of Directors of Amoskeag Health.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 5th day of November, 2019.

By _____.
(Name of Elected Officer of the Agency)

(NOTARY SEAL)

(Notary Public/Justice of the Peace)

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

Commission Expires: Oct 17, 2023

AMOSKEAG HEALTH

145 Hollis Street
Manchester, NH 03101
603-626-9500
www.amoskeaghealth.org

To Whom it May Concern, 12/06/2019

Please be advised that Manchester Community Health Center is Doing Business as Amoskeag Health. If you have any questions please feel free to contact me directly.

Regards,
Jael Roberge
Administrative Assistant to the CEO/President
jroberge@amoskeaghealth.org
603-935-5229

MANCCOM-01 JTHAMM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2019

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

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

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: jthamm@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of the Southeast	39926
INSURER B : Citizens Ins Co of America	31534
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manchester Community Health Center dba Amoskeag Health
145 Hollis Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			S 2291045	11/1/2019	11/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WBVH092216	11/1/2019	11/1/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH Dept of Health & Human Services (DHHS)
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMOSKEAG
HEALTH

MISSION

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

VISION

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

CORE VALUES

We believe in:

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

Where quality and compassion meet family and community

BerryDunn

FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2018 and 2017, 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 Manchester Community Health Center as of June 30, 2018 and 2017, 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
March 29, 2019

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	**$ 1,045,492**	$ 671,890
Patient accounts receivable, less allowance for uncollectible accounts of $1,219,080 in 2018 and $1,702,394 in 2017	**1,842,714**	2,058,763
Grants and other receivables	**465,850**	942,811
Prepaid expenses	**162,423**	131,702
Total current assets	**3,516,479**	3,805,166
Investment in limited liability company	**22,589**	20,298
Property and equipment, net	**4,650,347**	4,362,418
Total assets	**$ 8,189,415**	$ 8,187,882

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	**$ 1,185,000**	$ 810,000
Accounts payable and accrued expenses	**583,461**	1,057,214
Accrued payroll and related expenses	**1,116,406**	1,059,280
Current maturities of long-term debt	**53,722**	52,316
Total current liabilities	**2,938,589**	2,978,810
Long-term debt, less current maturities	**1,153,279**	1,206,475
Total liabilities	**4,091,868**	4,185,285
Net assets		
Unrestricted	**3,392,211**	3,091,080
Temporarily restricted	**603,978**	810,159
Permanently restricted	**101,358**	101,358
Total net assets	**4,097,547**	4,002,597
Total liabilities and net assets	**$ 8,189,415**	$ 8,187,882

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$ 9,898,890	$ 9,734,445
Provision for bad debts	(749,930)	(1,687,439)
Net patient service revenue	9,148,960	8,047,006
Grants, contracts and support	7,304,866	7,027,192
Other operating revenue	180,701	109,815
Net assets released from restriction for operations	1,027,841	716,090
Total operating revenue	17,662,368	15,900,103
Operating expenses		
Salaries and benefits	13,316,043	12,556,077
Other operating expense	4,314,950	4,579,067
Depreciation	402,532	336,129
Interest expense	91,771	54,071
Total operating expenses	18,125,296	17,525,344
Deficiency of revenue over expenses	(462,928)	(1,625,241)
Grants for capital acquisition	-	69,001
Net assets released from restriction for capital acquisition	764,059	328,693
Increase (decrease) in unrestricted net assets	$ 301,131	$ (1,227,547)

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Deficiency of revenue over expenses	$ (462,928)	$ (1,625,241)
Grants for capital acquisition	-	69,001
Net assets released from restriction for capital acquisition	764,059	328,693
Increase (decrease) in unrestricted net assets	301,131	(1,227,547)
Temporarily restricted net assets		
Contributions	1,585,719	1,273,242
Net assets released from restriction for operations	(1,027,841)	(716,090)
Net assets released from restriction for capital acquisition	(764,059)	(328,693)
(Decrease) increase in temporarily restricted net assets	(206,181)	228,459
Change in net assets	94,950	(999,088)
Net assets, beginning of year	4,002,597	5,001,685
Net assets, end of year	$ 4,097,547	$ 4,002,597

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ 94,950	$ (999,088)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	749,930	1,687,439
Depreciation	402,532	336,129
Equity in earnings from limited liability company	(2,291)	(4,095)
Contributions and grants for long-term purposes	(475,001)	(726,960)
(Increase) decrease in the following assets		
Patient accounts receivable	(533,881)	(1,690,516)
Grants and other receivables	476,961	(376,416)
Prepaid expenses	(30,721)	(11,650)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(152,163)	573,177
Accrued payroll and related expenses	57,126	125,077
Net cash provided (used) by operating activities	587,442	(1,086,903)
Cash flows from investing activities		
Release of board-designated reserves	-	150,000
Capital expenditures	(1,012,051)	(902,418)
Net cash used by investing activities	(1,012,051)	(752,418)
Cash flows from financing activities		
Contributions and grants for long-term purposes	475,001	726,960
Proceeds from line of credit	450,000	920,000
Payments on line of credit	(75,000)	(110,000)
Payments on long-term debt	(51,790)	(50,522)
Net cash provided by financing activities	798,211	1,486,438
Net increase (decrease) in cash and cash equivalents	373,602	(352,883)
Cash and cash equivalents, beginning of year	671,890	1,024,773
Cash and cash equivalents, end of year	$ 1,045,492	$ 671,890
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 91,771	$ 54,071
Capital expenditures in accounts payable	-	321,590

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

1. Summary of Significant Accounting Policies

Organization

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

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2018	2017
Balance, beginning of year	$ 1,702,394	$ 1,391,757
Provision	749,930	1,687,439
Write-offs	(1,233,244)	(1,376,802)
Balance, end of year	$ 1,219,080	$ 1,702,394

The decrease in the provision and resulting allowance is due to a decrease in accounts receivable as a result of improved billing and collection processes.

Grants and Other Receivables

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

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization 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. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is unconditionally 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. 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 statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

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

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2018	2017
Program services	**$15,680,929**	$15,198,514
Administrative and general	**2,257,325**	2,138,503
Fundraising	**187,042**	188,327
Total	**$18,125,296**	$17,525,344

Deficiency of Revenue Over Expenses

The statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through March 29, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,105,431	4,327,993
Furniture and equipment	1,961,844	1,693,049
Total cost	7,148,275	6,102,042
Less accumulated depreciation	2,502,418	2,099,884
	4,645,857	4,002,158
Construction-in-process	4,490	360,260
Property and equipment, net	$ 4,650,347	$ 4,362,418

3. Line of Credit

The Organization has a $1,500,000 line of credit demand note with a local banking institution. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.53% at June 30, 2018). There was an outstanding balance on the line of credit of $1,185,000 and $810,000 at June 30, 2018 and 2017, respectively.

The Organization has a formal commitment from the bank dated January 28, 2019 to refinance $500,000 of the outstanding balance of the line of credit in conjunction with the refinancing of the Organization's mortgage discussed in Note 4. The maximum borrowing on the line of credit will be reduced to $1,000,000 with an established pay-down plan on the balance.

4. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Note payable, with a local bank (see terms below)	$ 1,194,313	$ 1,240,109
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	12,688	18,682
Total long-term debt	1,207,001	1,258,791
Less current maturities	53,722	52,316
Long-term debt, less current maturities	$ 1,153,279	$ 1,206,475

The Organization has a promissory note with Citizens Bank, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note has a balloon payment due December 1, 2018 which previously was paid based on an amortization rate of 25 years. The note bears interest at a variable interest rate adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2018). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization failed to meet the minimum working capital requirement at June 30, 2018 and received a one-time waiver of default from Citizens.

As discussed in Note 3, the Organization has formal commitment from Citizens dated January 28, 2019 to refinance the debt up to $1,670,000, which includes a $500,000 paydown on the line of credit. NHHEFA will continue to participate in the lending for up to $450,000. Payments of principal and interest will be based on a 25 year amortization schedule with a balloon payment at the Organization's option of 5, 7, or 10 years from closing. The interest rate will be fixed just prior to closing, based on Citizens' cost of funds plus a spread of 90 to 125 basis points, depending on the term option chosen.

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	2018	2017
Temporarily restricted		
Program services	$ 365,301	$ 148,927
Child health services	162,045	269,272
Capital improvements	76,632	391,960
Total	$ 603,978	$ 810,159
Permanently restricted		
Working capital	$ 101,358	$ 101,358

6. Patient Service Revenue

Patient service revenue follows:

	2018	2017
Gross charges	**$17,126,053**	$16,357,934
340B pharmacy revenue	**1,343,871**	919,437
Total gross revenue	**18,469,924**	17,277,371
Contractual adjustments	**(6,929,944)**	(6,088,033)
Sliding fee scale discounts	**(1,641,090)**	(1,454,893)
Total patient service revenue	**$ 9,898,890**	$ 9,734,445

Revenue from the Medicaid and Medicare programs accounted for approximately 51% and 9%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2018 and 52% and 9%, respectively, for the year ended June 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

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

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,882,644 and $1,620,083 for the years ended June 30, 2018 and 2017, respectively.

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

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $338,779 and $289,444 for the years ended June 30, 2018 and 2017, respectively.

8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	2018	2017
Medicare	13 %	14 %
Medicaid	23 %	42 %
Other	64 %	44 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 79%, respectively, of grants, contracts and support revenue.

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2019	$ 148,927
2020	101,315
2021	83,318
2022	74,276
2023	75,465
Thereafter	57,275
Total	$ 540,576

Rent expenses amounted to $241,375 and $269,771 for the years ended June 30, 2018 and 2017, respectively.

Amoskeag Health (Formerly Manchester Community Health Center)

Board of Directors as of 08/20/19

Name	Title	Employer	Board Role	Effective Date of Nomination
Idowu "Sam" Edokpolo	Residential Counselor	Easter Seals	Director	11/19/2013
Catherine Marsellos	Paralegal	NH Public Utilities Commission	Vice Chair	6/2/2015
Mohammad "Saleem" Yusuf	Professor of IT/Software Development	NH Technical Institute	Director	1/9/2018
David Crespo	Field Consultant	Mutual of America	Secretary	7/18/2018
Angella Chen-Shadeed	Caregiver	Partially Retired	Director	8/7/2018
Dennis "Danny" Carlsen	Landlord	Retired	Director	8/7/2018
Sonya Friar	Driving Instructor	Safety/Instruction	Director	9/4/2018
Maria Mariano	Retired		Director	7/6/2015
David Hildenbrand	COO	NH Catholic Charities	Director	3/5/2019
Kathleen Davidson	Atty	Hage Hodes Prof Assc	Chair	11/4/2014
Richard Elwell	Consultant	Sprouts International	Treasurer	1/9/2018
Dawn McKinney	Policy Director	NH Legal Assistance	Director	7/11/2017
Oreste "Rusty" Mosca	Managing Director	Nathan Wechsler & Company	Director	2/6/2018

Alisha M. Nadeau

[redacted]

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE — Durham, NH
MS in Nursing, Concentration in Clinical Nurse Leadership — August 2015

THE PENNSYLVANIA STATE UNIVERSITY — University Park, PA
BS in Biology — December 2004

LICENSURE & CERTIFICATIONS

- RN Licensure, New Hampshire — Expires November 2020
- Clinical Nurse Leader Certification — Expires November 2020
- Basic Life Support for Healthcare Providers, AHA — Expires April 2020

PROFESSIONAL EXPERIENCE

Amoskeag Health — Manchester, NH
Director of Wellness and Specialty Services — May 2019 – Present

- Responsible for the patient-centered daily operations of Specialty Services care, treatment and services provided, including assisting with implementing new and improved workflows, coordinating efficient organization-wide patient flow, applicable clinical policies and procedures, and communications
- Responsible for NCQA's Patient-Centered Medical Home recognition and re-certification and tasks and responsibilities to achieve and maintain active, successful recognition status
- Collaborate with other departments and work on developing new and improved workflows to improve performance. Works closely with the CMO, AMD's, other providers, managers and staff in coordinating training providers/staff as to processes to improve clinic operations
- Initiate and support operational systems and processes to enhance productivity with the support of the CMO and other Senior Managers, Management Team, medical providers, and staff
- Responsible for development of applicable Specialty Services care administrative and/or clinical policies and procedures that continually improve patient care, efficiency, regulatory compliance, and satisfaction
- Develop and maintain written policies and procedures. Assist the Medical Advisory Committee with implementation of new and existing policies, procedures, workflows and approved care standards
- Actively participates in the MCHC Quality Improvement Board Committee, CHAN Health Services User Group, Management Team, Safety and Security, Infection Prevention and Control, and Integrated Care Leadership
- Responsible for ensuring comprehensive orientation and training of all clinical employees working in Specialty Services departments supervised
- Oversee and delegate the coordination and completion of specialty department staffing and schedules
- Develop and maintain budgets, projected revenues, staffing plans, operating expenses, capital requests

HealthFirst Family Care Center — Franklin and Laconia, NH
Director of Clinical Services — May 2017 – May 2019

- Assume overall operational responsibility for Clinical and Quality Departments
- In conjunction with the CMO and CEO, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Support QI initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Oversee insurance carrier incentive programs and aim to increase incentive payments
- Research and implement evidence-based practices in collaboration with clinical staff
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

HealthFirst Family Care Center — Franklin and Laconia, NH
Clinical Quality Assurance Manager — July 2015 – May 2017

- Responsible for overall quality assurance and quality improvement program
- Plan and implement chronic care activities
- Develop and implement Electronic Patient Registries
- Improve client self-management goals
- Facilitate project planning and implementation
- Gather and analyze quality assurance data
- Develop quality measures
- Help agency achieve and maintain NCQA PCMH and Meaningful Use certifications
- Provide consultation and technical assistance to staff
- Train personnel

NH Public Health Laboratories — Concord, NH
Laboratory Scientist III, Molecular Diagnostics Unit — April 2008 – January 2014

- Performed Pulsed Field Gel Electrophoresis to identify and track foodborne outbreaks of infectious organisms
- Experience in DNA and RNA purification, gel electrophoresis, PCR, spectrophotometer, and sequencing
- Developed, validated, and implemented new standard operating procedures
- Experience with grant preparation and progress reports, budget construction and management

Rite Aid Pharmacy — Manchester, NH
Pharmacy Technician — February 2009 – October 2012

- Provided a safe and clean pharmacy by complying with procedures, rules, and regulations
- Maintained records by recording and filing physicians' orders and prescriptions
- Oversaw inventory of pharmacy medications, supplies, and reagents

Repromedix — Woburn, MA
Senior Medical Laboratory Technologist — March 2005 – March 2008

- Experience in DNA purification, gel electrophoresis, PCR, spectrophotometer, and the Luminex 100
- Researched, developed, validated, and implemented new scientific procedures to expand clinical testing capabilities
- Managed 10 laboratory technologists during the absence of the Laboratory Supervisor

PROFESSIONAL ORGANIZATIONS

- Member, American Nurses Association — March 2015 – Present
- Member, Sigma Theta Tau Honorary Society of Nursing — March 2015 – Present
- Member, Alpha Epsilon Delta Honorary Society — March 2003 – Present
- Member, Sigma Sigma Sigma Sorority — April 2001 – Present

PUBLICATIONS

- Cavallo, S.J., Daly, E.R., Seiferth, J., Nadeau, A.M., Mahoney, J., Finnigan, J., Wikoff, P. (2015). Human Outbreak of *Salmonella* Typhimurium Associated with Exposure to Locally-made Chicken Jerky Pet Treats, New Hampshire, 2013. *Foodborne Pathogens and Disease, 12*(5).
- Daly, E.R., Smith, C.M., Wikoff, P., Seiferth, J., Finnigan, J., Nadeau, A.M., Welch, J.J. (2010). *Salmonella* Enteritidis Infections Associated with a Contaminated Immersion Blender, New Hampshire, 2009. *Foodborne Pathogens and Disease, 7*(9), 1083-1088.

Nursing home 1st
↓
started in
Internal Medicine
↓
Family Medicine x 10 yrs
↓
per diem Urgent Care

shari smith

[redacted]

WORK EXPERIENCE

LPN Office
St.Joseph Hospital - Milford, NH - June 2005 to Present

Responsibilities
Assist providers with patient care

Skills Used
Nursing assesments/skills
Self motivation
Compassion

EDUCATION

LPN In nursing
St.Joseph school lf practical nursing - Nashua, NH
2003 to 2005

- room patients
- triage
- referrals
- pre-cert
- PA's
- Hedis reporting
- vaccines
- order supplies
- treatments/meds
- EMR / CPS
  ↳ uses Centricity currently.

- wants to start fresh 18%
  personal life Δ's 21%
- wants to make a difference in pts lives
  @ current job x 10 yrs.
- needs health ins
- parking discussed
- 2 wk notice to employer 3/30/15 start
  $23.50-24.00/hr Makes-24 now ? 24.50

Steve Gutillweg reference
↳ great

3/10/15
24.50 firm per HC

Dorice E. Reitchel, CNM, MSN

[redacted]

I am a committed Certified Nurse Midwife lucky enough to serve women and families in the community in which I live, Southern NH. I believe all women and families benefit from the gentle touch and skilled hands midwifery has to offer. I also believe midwifery's independent practice only exists thru strong collaborative and referral support. I am trained for and embrace caring for women with all health considerations, life situations, and educational/ language/ or social barriers. I enjoy educating families about "normal" pregnancy and physiologic birth while recognizing, treating, or referring for 'abnormal' findings. I believe that only by fully comprehending normal physiology can one appreciate pathology. I thrive being the kind of midwife women repeatedly seek out for health care and in turn, I care for these women focusing always on the "whole" person. I can provide health care to women throughout the lifespan (prenatal, well-woman, and gynecologic care), as well as a fair amount of primary care.

Nurse Midwifery Experience

Certified Nurse Midwife, Dartmouth Hitchcock OB/ GYN & Nurse Midwifery
Manchester, NH: full-time, September 2006 – Present

2006-2010: CNM coverage for approximately 250 OB patients plus well-woman care in a 4 midwife, full-scope midwifery group where women receive care in a private office or at Catholic Medical Center (CMC)'s Pregnancy Care Center (PCC). CNMs attended births at CMC, a 12 bed LDRP with Special Care Nursery, and Elliot Hospital, a tertiary OB service with Level III NICU. CNMs practiced extremely independently with collaborative physicians available and present once consulted by CNM.

2010-Present: Practice change occurred resulting in CNM hospitalists model of care at CMC with 6-8 midwives and 8-9 OB/ GYNs attending over 1000 births annually, CNMs take "first OB call" which includes: triaging OB phone calls and out-patient care, attending all low risk births and most of AM rounding, and assessing and, at times, co-managing high risk patients.. I provide all CNM antenatal care at the PCC at CMC 24 hrs/week and take18 hrs/week of CMC CNM call (weekend overnights). The PCC provides prenatal care to approximately 225 pregnant women yearly thru the Catholic mission of CMC. CNM provides all low risk care and shepherds all higher risk care with 2 OB/ GYNs who staff "High Risk Monday." As the only provider in the office Tuesday - Thursday, I practiced AP care extremely independently and thus co-created guidelines related to such issues as obesity, methadone/ Sobutex use, VBAC, sleep apnea, substance abuse, diabetes, high blood pressure, abnormal pap smear, hypothyroidism, twins, antenatal testing, abnormal lab findings, etc. I also provided all first OB visits and all PP visits (independent of risk status), and educated women about Manchester's options for ongoing primary and gynecologic care. Per CMC's mission, birth control included discussions about Natural Family Planning. On-call CNMs work collaboratively with physicians. I also precepted many RN students and several CNM/ APRN students.

2006-2014: AP/ IP/ PP/ GYN/ and Primary care: This includes low and high risk perinatal management, first assist for cesarean birth, normal newborn circumcision, Centering Pregnancy group care, and vacuum assisted vaginal births Problem focused gynecologic care includes colposcopy (training almost complete), tissue and endometrial biopsies, intrauterine insemination, and office procedures relative to family planning (IUD and arm implants). On-going care includes comprehensive annual exams, longitudinal problem focused care, and acute problem focused gynecological and primary care.

Certified Nurse Midwife, Manchester Community Health Center (MCHC), Manchester, NH: full-time, January 2003 – May 2005; part-time 2005 – 2008
MCHC Center is a full-service community health center (FQHC) providing primary health care and obstetric care to a diverse population of women. The CNM, with extensive collaboration with a perinatal registered nurse and family practice physician colleagues, provided low to moderate risk obstetric care to women representing various cultures, languages, and medical co-morbidities. 200+ births annually occured at Elliot Hospital.

Registered Nurse Experience

Registered Nurse, Pregnancy Care Center, Catholic Medical Center, Manchester NH: full-time February 2011 – May 2012.
Performed most OB RN intake visits for most of the 225 yearly obstetric registrants. Other duties included performing facilitating care for OB/ GYN on "High Risk Monday;" lab review; organizing group intake visits discussing prenatal education, social service offerings, and dietary assessment; stocking and cleaning office and exam rooms; consulting physicians; triaging phone and outpatient visits; co-coordinating bi-monthly interdisciplinary care plan meeting; working with women experiencing perinatal loss and educating them about CMC's "Memory Garden," and creating office guidelines.

Registered Nurse, The Mom's Place, Catholic Medical Center, Manchester, NH: part-time, August 2005 – August 2006
Provided comprehensive maternal and child nursing care at a Level 1 nursery, community hospital accommodating approximately 700 births per year utilizing LDRP model of family centered nursing care with both physicians and midwives. Patient management responsibilities included all aspects of inpatient, outpatient, post partum and normal newborn care for mom and baby. Also, circulated for cesarean births, triaged preterm labor and emergency issues, started IVs, and drew labs.

Registered Nurse, Mercy Suburban Hospital, Norristown, PA: full-time, June 1998 - November 2000; full-time, part-time, or per diem status, November 2000 – July 2002
All previously listed RN responsibilities at a Level I nursery, Catholic, community hospital setting with several physician practices and a midwifery group. Hospital accommodated approximately 500 births per year, mostly to the city's most underserved families. Also, scrubbed for cesarean sections, provided nursing care also to gynecological and medical-surgical patients, precepted newly hired nurses, and acted as charge nurse on evening shift.

Registered Nurse, Hospital of the University of Pennsylvania, Philadelphia, PA: full-time, November – May 2001; part-time, May 2000 – August 2001
All previously listed responsibilities plus provided comprehensive nursing care to both low & high risk, antenatal inpatients in the Labor and Delivery area of a Level III-IV NICU, large, inner-city hospital and research center (including fetal surgery) that accommodated approximately 3,500 births per year. Staffed Perinatal Evaluation Center (RN managed Advanced Practice Nursing Model, 6-bed, 24-hour, busy triage center) and independently managed triage antenatal patients then consulted with UPENN OB/GYN residents.

Relevant Management Experience

Director of Recreational Therapy, Glen Ridge Nursing Care Center, Malden, MA: November 1994 – January 1997
Community Outreach and Volunteer Coordinator, The Support Committee for Battered Women, Waltham, MA: October 1993 – November 1994
Volunteer Coordinator, Project Lazarus (AIDS residence), New Orleans, LA: August 1992 – September 1993. (Full-time Volunteer with Jesuit Volunteer Corps: South)

Recent CEUs *NNEPQIN conferences, bi-annually, 2011-2013 (topics available upon request)
*ALSO training, 2013 (including training on operative birth, maternal resuscitation, fetal monitoring, bedside ultrasound, and repair of the extensive laceration)
*Centering Pregnancy training, Centering Healthcare Institute, 2013
*AWHONN training, maternal resuscitation, 2013
*Various trainings focusing on specialized health care and prenatal care for patients with substance abuse issues, mental health disorders, self-harm or suicidal behaviors, adoption, hepatitis, HIV, or issues related to being an immigrant or refugee in New Hampshire.
*Hypnobirthing, The Mongan Method, Marie Mongan, 2010
*ACNM, Use of the Vacuum Extractor, 2010
* Additional CEU education lists available upon request

Affiliations OB/GYN Section Meeting, Catholic Medical Center, member: 2006- Present
Quality Improvement Committee, Catholic Medical Center, member: 2008 – 2010
Allied Health Committee, Catholic Medical Center, member: 2009 – 2011
Nursing Practice Committee, Catholic Medical Center, member: 2010
Perinatal Mood Task Force, Elliot Hospital, member: 2009 - 2012
American College of Nurse Midwives, member: 2002 - Present
NH ACNM Chapter, member: 2008 - Present
Education Committee Member, Catholic Medical Center, member: 2005-2006
Employee of the Month, Manchester Community Health Center, July 2004

Prior Affiliations National Health Service Corps, Full Scholarship at UPENN: 2001 - 2002
Preceptor for New Hired Nurses Recognition Award, Mercy Suburban Hospital: 2000
Striving for Excellence Award Nomination, Mercy Suburban Hospital: 2000
Quality Assurance Committee, Mercy Suburban Hospital, member: 1998 – 2001
Recruitment and Retention Committee, Mercy Suburban Hospital, member: 2000 & 2001
President's Leadership Award, UMASS School of Nursing, recipient: 1998
Committee on Academic Matters, UMASS School of Nursing, member: 1997 – 1998
Domestic Violence Trainings, Support Committee for Battered Women: 1993 & 1994
Jesuit Volunteer Corps: South, full-time volunteer, New Orleans, LA: 1992-1993
AIDS Training, New Orleans & Boston AIDS Task Forces: 1992 & 1993

Education ***University of Pennsylvania***, Philadelphia, PA: December 2002
Masters of Science in Nursing, Nurse-Midwifery
Masters of Science in Nursing, Women's Health Nurse Practitioner; G.P.A.: 3.88
University of Massachusetts, Amherst, MA: May 1998
Bachelor of Science Degree in Nursing; G.P.A.: 3.80
Sigma Theta Tau International member; Dean's Lists; Nursing Leadership Award
Saint Michael's College, Winooski Park, VT: May 1991
Bachelor of Art, Psychology; Bachelor of Art, Philosophy: Biology minor; G.P.A.: 3.19
"Who's Who" Among American Colleges & Universities; Dean's Lists; President's Leadership Award
Certified Lactation Counselor, Academy of Breast Feeding Excellence, 2006-Present

Other Spanish Speaking
Current RN (NH 051397-21), APRN (NH 051397-23), and DEA license (MRO 939631)
References available upon request
Experience with several EMR inpatient and out-patient programs: I am a fast typist.

J. GAVIN MUIR

[redacted]

EDUCATION

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

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

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

EXPERIENCE

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

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 – September 2000

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

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

LICENSURE & CERTIFICATION

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

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

MEMBERSHIPS

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

AWARDS

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

Marleni Martinez
[redacted]

Education:

Southern New Hampshire University, Hooksett, NH October 2018- Current

- Online Art Associates in Business

Manchester West High School, Manchester, NH
September 2014 - June 2018

Experience:

Manchester Community Health Center, Manchester, NH November-Current

- Enrolling patients
- Multi-tasking in a fast paced environment
- Fulfilling patients needs and requests over the phone
- Use of computer programs such as Excel, Word and Outlook
- Strong communication (clear and effective)
- Patience
- Applying for insurance
- Attention to minor details
- Adaptability

Callogix, Bedford, NH September 2018 - November 2018

- Multi-tasking in a fast paced environment
- Fulfilling providers needs and requests over the phone
- Use of computer programs
- Strong communication (clear and effective)
- Patience
- Adaptability
- Attention to minor details

Market Basket, Manchester, NH July 2016 - Present Day

- Multi-tasking in a fast paced environment

- Handling large amounts of money (15,000+) on average, daily
- Submit paperwork to main office
- Fulfilling customer needs and requests both in store and over the phone
- Refunds/Exchanges
- Lottery and Money Orders
- Preparing cash deposits for the bank
- Counting cashier drawers- figuring out how much money the cashier was over/short
- Use of computer programs such as Excel

Big Kahunas Cafe and Grill, Manchester, NH June 2015 - July 2016

- Cashiering
- Handling take out orders
- Hosting- Greeting customers and bringing them to their tables
- Communicating with customers over the phone to place take out orders and answer questions
- Serving customers - Taking orders
- Working individually and with other team members to complete tasks

Skills:

- Fluent in Spanish Language (Speaking, Reading, & Writing)
- Proficient Computer Skills (Excel, Word & Power)

References:

Sanela Jusufovic	(603) 340- 4106 (Current Manager - Market Basket)
Amanda Jordan	(603) 494- 4975 (Former Manager - Big Kahunas)
Jazzmyhn Ortiz Murillo	(603) 512-2503 (Coworker)
Kaysha Davis	(603) 785- 8455 (Coworker)
Tracy Muehling	(603) 512- 5668 (Former Teacher)

[redacted]

Johana Martinez

Objective

To obtain a Customer Service position where I can utilize my skills and ability that provides opportunity for growth and development

Experience

Mar 2012 - Aug 2012 College Lending Solutions Salem, NH

Application Processor

- Answered phones with a friendly, professional demeanor and verified information
- Researched loan information to determine eligibility of application status
- Handled multiple accounts from various database systems
- Followed up with applications regarding loan documentation and funding
- Completed additional forms for clients as needed

March 2007- Jan 2012 Red Oak Apartment Homes Inc. Manchester, NH

Leasing Professional

- Responsible for Managing multiple apartment buildings and renting apartments; including greeting and scheduling appointments for prospective residents
- Daily updating of available apartments and Web listing, conducting property tours, processing applications, preparing apartment leases, inputting of receipts, setting up new rental records, set up utilities for new residents and generate maintenance work orders

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Aug 1999 - June 2006 Gilbert International (JP Morgan Chase) Jersey City, NJ

Customer Service Rep/Team Leader

- Perform data entry on internet application, process maintenance request
- Follow-up on all uncompleted work orders and generated monthly work order reports

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May 1999 - Aug 1999 Dept of City Wide Administration New York, NY

Clerical Intern/Receptionist

- Analyze and generate reports
- Fax / File and perform data entry
- Receive telephone calls and conveyed messages

Education

Brooklyn College	General Equivalency Diploma	Brooklyn, NY
Career and Educational Consultants	Computer Applications for business	Brooklyn, NY

References Available Upon Request

Kristin Migliori, R.N.

[redacted]

EDUCATION

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

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

LICENSURE AND CERTIFICATIONS

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

PEDIATRIC NURSE PRACTITIONER STUDENT CLINICAL ROTATIONS

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

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

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

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

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

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

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

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

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

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

RELEVANT EXPERIENCE

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

KATE GUARDADO

[Type your e-mail] ♦ [redacted]

OBJECTIVES

To obtain a detail-oriented position which will enable me to use my communication skills and professional background with the ability to work and interact well with others in a fast-paced environment.

EDUCATION

Seacoast Career School
2010-2012 Associates Degree

♦

EXPERIENCE

Cumberland Farms ♦ Gas Station
Customer Service Representative 2008 – 2012

Medical Assisting Externship
Quest Diagnostics
Phlebotomist – 2012
Northeast Gastroenterology
Medical Assistant-2012

Medical Assistant/Call Center Agent
Manchester Community Health Center
2014-2015

Skills

Ability to work independently CPR & First Aide Certified

Excellent Customer Service Phlebotomy

Proficient in EMR & CPS Highly Dependable

Judi Gleason

~~14 Winthrop Street~~
~~Concord NH 03301~~

judi gleason@gmail.com

~~Home~~ Phone ~~(603) 224-1840~~
Cell Phone ~~(603) 206-3155~~

Cl left & left message

SUMMARY

I have been working in a pediatric office since October of 2006 and I would now like to be an RN in a more hands on setting. I have been responsible for all aspects of a pediatric office, and feel I am qualified to change positions.

WORK HISTORY

Oct. 2006 – June 2016 *RN, Concord Pediatrics, Concord, NH*

- Nurse Visits
- Injections
- Phone Triage
- Immunizations
- Assist Providers with Procedures
- Record Keeping
- Lab Testing (urinalysis, pregnancy, rapid strep, etc.)
- Prior Authorizations
- Prescription Refills
- Appointment Scheduling
- Vital Sign Monitoring
- Suture and Staple removal
- Wound Care and Dressing Changes
- Nebulizer Treatments

March 1999 – August 2006 *RN, Dartmouth Hitchcock Clinic*

- Injections
- Phone Triage
- Immunizations
- Assist Providers with Procedures
- Record Keeping
- Lab Testing
- Appointment Scheduling
- Vital Sign Monitoring
- Call Patients with Results of Testing and/or Medication Changes per Primary Care Orders

EDUCATION

1990 - 1993 NHTI – Graduated as an RN

1985 – 1987 Mount Ida College – Associated Degree in Science

1981 - 1985 Brewster Academy – Graduated General Studies

Zuheiddy Galicia
[redacted]

PROFESSIONAL SUMMARY:

Currently i am working as an Assistant Manager for HMSHOST, a world leader in the food and beverage industry with services located around the world in all major airports and travel plazas. Over my last 6 years with HMSHOST at the Manchester Boston Regional Airport, I have worked with and developed hundreds of employees in out 8 locations throughout the airport, from small locations such as Starbucks, to larger venues such Sam Adams Brew house, and The Local to serve the traveling public from business executives to families with professionalism and quality standards.

I have a winning attitude, with the ability to run a strong team of individuals to bring a comfortable, yet energetic atmosphere to the traveling customer. Along with my winning attitude i have assisted the several Operations Manages in maintaining high food quality standards scored for NSF and have helped attain monthly and yearly budget goals. I am responsible for training and developing all supervisory staff on the quality standards and goals that make HMSHOST the leader in the industry. I am also responsible for day to day operations and functions of all 8 locations with the support of supervisory staff. My responsibilities also include counseling and disciplining locations staff when necessary, preparing pre-shifts meetings for follow through by locations crew to meet daily goals, updating pricing, and menu changes. I have the ability on and succeeding with new challenges brought before me by both the company and the traveling public.

Highlighs
• **Strong leader** • **Friendly/Outgoing** • **Responsible** • **Full service restaurant background** • **Supervisory skills** • **Bilingual in Spanish and English.** • **Hiring and training** • **Stable work history** • **Adaptable** • **Prepare schedules and ensure all shifts are covered.** • **CPR certified** • **Serve safe for food and alcohol beverage certified.** • **I also help with the HR part when hiring and inputting them in the system prior to being hired.** • **Input inventory** • **Fast learner/ Motivated** • **Ability to multi-task** • **ASTCertified** • **Certified Starbucks, Sam Adams Pub, Sam Adams, The Local, Meeting House, Shipyard, Great American bagel Full Service Restaurant, Grab and Go Concepts.**

- Full responsibility dealing with district managers from Starbucks, Great American Bagel, and Quizno's maintaining each concept standards and goals.
- Airport certified in badging all new associates that are hired thru entire process.
- Certified manager in complete display setup of shelving set up, product display and decoration of all grab and go concepts including selection of product display.
- Built trust and respect with associates resulting in positive attitudes achieving monthly awards up to $1,000 in guest satisfaction at Starbucks.
- Completion of yearly reviews for hourly associates.

Central High School, Manchester NH
High School Diploma

WORK EXPERIENCE:

HMS Host, Manchester, NH — 09/2009-Present

- Pormote and support Pre-Shift Meetings daily
- Supervise day to day activities of Supervisor and employees
- Cordinate on the job training for employees
- Hire associates
- Use judgement and discreation of carrying out the duties of the job.

S'Barros (Assitant Manager) — 01/2006-01/2008

- Efficiently resolved problems or concerns to the satisfaction of all involved parties.
- Continually monitored restaurant and took appropriate action to ensure food quality and service standards were consistently met.
- Communicated well and used strong interpersonal skills to establish positive relationships with guests and employees.
- Made and prepared all the food from scratch. Worked with POS stations, Ovens, Stove and other kitchen equipment.

Dessert Moon (Supervisor) — 01/2002-12/2005

- Ran the closing shift and ensure all the procedure and food handling was done correctly.
- Input the deposit every night closed the store after insuring everything was fully stocked and cleaned for the following

shift in the morning. • Attended meetings to discuss sales for the year so we ca prepare with the correct amount of staffing.	

References Available upon Request

Yamilis Centeno

[redacted]

PROFESSIONAL SUMMARY

Medical Office professional effectively served Doctors and Nursing staff so they could focus on the health concerns of their patients. Demonstrated proficiency in obtaining patients' medical history while responding calmly and efficiently in emergency situations by adding a personal touch with excellent bedside manners that immediately placed patients at ease.

CORE STRENGTHS

- Bilingual Spanish/English
- Result-oriented
- Time Management
- Adaptable
- Multitasking
- Meticulous
- Communication
- Altruistic
- Resourceful/Solution based
- Team player
- Proficient in Microsoft Office
- Medical Record Management

WORK EXPERIENCE

Medical Office Assistant
Internal Medicine/ Dr. Pablo Bisono 06/13-12/16

- Maintained up-to-date and accurate medical records
- Verify patient's insurance eligibility
- Medical Billing & Coding
- Answered phone calls
- Responded to mail correspondence
- Scheduled appointments & meetings
- Assisted in ordering and maintaining operation of medical equipment and tools as well as arranged for repairs as required
- Liaison between medical staff and patient

Medical Administrative Assistant 06/11-06/13
Hospital Hima San Pablo

- Greeted patients & checked them in and out for appointments
- Prepared appropriate forms for new/returning patients
- Completed forms and prepared outgoing lab work
- Managed co-payments, billing, and other expenses
- Collected patient co pays
- Assisted the doctor as needed
- Answered phones, schedule appointments & filed medical charts

Educational

Bayamon Community College Medical Office Assistant

References will furnished upon request

Yarimar Borrero

[redacted]

OBJECTIVE

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

EDUCATION

Manchester Community College — Manchester, NH

Associate of Science Degree: Medical Assisting — *May 2015*

Relevant Coursework

- Medical Law & Ethics
- Human Body
- Pharmacology
- Clinical Lab Procedures I & II
- Nutrition

RELEVANT EXPERIENCE

Manchester OB/GYN Associates — Manchester, NH

- Completed two hundred hours of internship
- Prepared patients to see medical provider and collected vital signs and update health history
- Assisted provider with procedures and patient's follow-up routines
- Cleaned and stocked rooms with necessary supplies
- Washed and sterilized contaminated instruments
- Observed special procedures to gain analytical and technical skills

EMPLOYMENT EXPERIENCE

Wendy's Fast Food Company — Manchester, NH

Cashier — *February 2013 – Present*

- Taking customers' orders and processed payments
- Preparing and serving ordered food to customers
- Gained outstanding efficiency in performing multiple job tasks at once
- Showcased excellent customer service skills and coordination with team members and supervisors

CERTIFICATION

- CPR & AED for American Heart Association BLS for Healthcare Providers Program
- First Aid- American Academy of Orthopedic Surgeons
- Blood borne Pathogens- American Academy of Orthopedic Surgeons

David P. Wagner,
MURP, MHCM, CMPE

[redacted]

Operations and Compliance Executive

Over 10 years guiding successful financial and operational compliance in healthcare facilities

Proven and repeated success guiding finance, compliance and reporting operations for healthcare organizations with emphasis on Federally Qualified Health Centers (FQHCs). Expert at financial management, guiding billing and reimbursement strategies to optimize revenue. Extensive knowledge of healthcare regulatory requirements, including detailed knowledge of the HRSA 330 program, guiding policy and program implementations to develop facility adherence.

Highlights of Expertise

- Interim CFO / CFO Coaching
- Operational Dashboards
- Compliance Auditing
- Staff Training Programs
- Build / Rebuild Financial Operations
- Budgeting / Budget Administration
- Regulatory Reporting
- Process Improvement
- Risk Identification / Avoidance
- Data Management / Analysis

Career Experience

FQHC Consultants, Inc., Miami, Florida

Consult with recipients of HRSA 330 programs to ensure grant compliance and provide technical assistance optimizing program success.

DIRECTOR / FISCAL, COMPLIANCE, AND OPERATIONAL CONSULTANT (1986 to Present)

Assist Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) maintain quality, financial, and governance compliance with HRSA 330 program guidelines. Perform operational site visits to evaluate facility compliance with program terms.

- Acted as Interim CFO / CFO coach for organizations growing into needing a full-time CFO, those who recently lost a CFO and needing a bridge until a permanent placement is hired, and those with controllers growing into the CFO role.
- Helped grantees meet quality measures through performance of Quality Improvement Plan Do Study Act cycles including data review, systems and chart audits, and quality reporting.
- Maintained organizational compliance with regulatory requirements encompassing fraud, waste, and abuse, physician self-referral, anti-kickback, HIPAA, and Medicare and Medical billing compliance.
- Boosted financial performance through analysis and reporting of financial data and design, implementation, and review of systems for financial monitoring including billing, collections, payroll, and accounts payable.
- Built operational dashboards to communicate financial and operational metrics with variance analysis against budgetary and operational goals to ensure easy communication with board, leadership, and staff.
- Collaborated with clients to develop and submit all required reporting, documentation, and applications to adhere with HRSA 330 requirements.

Genuine Health Group, Miami, Florida

Guided strategic direction and policy development to support organizational compliance with healthcare regulatory requirements including those for the Medicare Shared Savings Program (MSSP) ACO while aligning operational activities with organizational goals.

continued...

CHIEF COMPLIANCE OFFICER (2017 to 2019)

Led implementation and design of quality reporting infrastructure and compliance programs including staff training. Assisted Medical Director in providing strategic direction to compliance and quality measures in alignment with organizational goals.

- Promoted quality through continuous provider training on efficient use of quality reporting dashboards for on-going quality management.
- Ensured accurate quality submissions and CMS quality validation study defense while building department from the ground-up.
- Met continued compliance goals through education of staff members including training the data collection team on reporting measures, data collection, and process level quality measures validation and reporting.
- Drew beneficiaries into the system providing growth through strategic partnerships with participants and liaising with provider groups.
- Improved data analysis and quality reporting through implementation of Arcadia Analytics system.

Baroma Health Partners, Miami, Florida

Handled management of all operations through strategic policy and program development to ensure financial success, regulatory compliance, and business growth.

DIRECTOR OF QUALITY AND CHIEF COMPLIANCE OFFICER (2014 to 2016)

Audited operations to ensure efficient operations providing top-level patient care while growing revenue. Managed financial performance developing routine reporting to monitor success and identify areas of improvement.

- Guided successful compliance through design, implementation, and management of strategic program including auditing, training, and reporting on all quality and regulatory requirements according to MSSP program guidelines.
- Crafted programs and strategic dashboards to improve quality and decrease costs throughout the ACO in collaboration with care coordinator.
- Wrote and gained approval for application for Next Generation ACO model with the CMS Innovation Center.
- Implemented Health Endeavors program to promote care management and quality reporting.
- Led top-down compliance through design of training for Board of Directors including development of a dashboard for quality tracking, reporting, and improvement tracking.

Banyan Community Health Center, Miami, Florida

Drove operational efficiency through staff education and implementation of multiple systems overseeing quality, reporting, and compliance.

INTERIM CHIEF OPERATING OFFICER (2012 to 2013)

Developed programs, policies, and procedures to guide operational functions for efficiency and quality while optimizing organizational performance. Managed all implementations and projects to improve operations and provide strategic business growth.

- Guided contracting with Medicare and Medicaid managed care plans including design and implementation of credential tracking system.
- Developed top-level teams through design and implementation of physician training encompassing coding, billing, systems, and overall operations.

continued...

- Maintained regulatory compliance through managing reporting to HRSA including NCC update reports, UDS reports, and FFR.
- Led 330 Grant compliance through writing and editing of policy and procedure manuals and prepared site for first HRSA visit.
- Grew patient census through crafting and implementing community outreach including promotion to the local community and developing health screening protocols for local events.
- Maximized reimbursement through tailoring of the billing system, implementation of a peer review system, and establishment of the Billing and Reimbursement Compliance Program.

Additional Experience

Vice President of Operations (2011 to 2012) ▪ Daughters of Charity Services of New Orleans, New Orleans, Louisiana

Clinic Operations Manager – Ochsner Baptist (2010 to 2011) ▪ Ochsner Health System, New Orleans, Louisiana

Director of Operations, Multispecialty Group Practice (2008 to 2010) ▪ Crescent City Physicians, Inc., New Orleans, Louisiana

Education & Credentials

Executive Master of Healthcare Management

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Master of Urban and Regional Planning, Real Estate Development and Finance Concentration

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Bachelor of Business Administration, International Business and Finance

Loyola University, New Orleans, Louisiana

Certifications and Licenses

- LEAN/Six Sigma Green Belt (In Certification for Black Belt Status)
- Certified Medical Practice Executive – American College of Medical Practice Executives

Affiliations

- Medical Group Management Association (MGMA) – Member
- New Orleans MGMA Chapter – Vice President, 2011-2012
- South Florida MGMA – Secretary, 2012-2014
- The Honor Society of Phi Kappa Phi – Member
- Sigma Iota Epsilon, The National Honorary and Professional Management Fraternity – Member
- The International Honor Society, Beta Gamma Sigma – Member
- American College of Healthcare Executives – Former Member
- Professional Association of Health Care Office Management Association – Former Member

Military Service

- U.S. Airforce Reserve – Production Control / Civil Engineering Assistant

Amoskeag Health formerly Manchester Community Health Center
Key Personnel

Budget Request for: Family Planning Services RFA-2018-DPHS-03-FAMIL-07-A01
Budget Period: July 1, 2019 - June 30, 2020

Name	Job Title	Salary	% Paid from this Contract
Borrero Rodriguez, Yarimar	Medical Assistant	$ 34,465.60	12%
To be determined	Chief Operating Officer	$ 134,992.00	1%
Gleason, Judith	Nurse	$ 58,323.20	5%
Guardado, Kate	Medical Assistant	$ 35,068.80	12%
Logan, Kristin	Nurse Practitioner	$ 106,995.20	5%
Martinez, Johana	Patient Intake/Front Desk	$ 32,801.60	7%
Muir, Gavin	Chief Medical Officer	$ 280,945.60	1%
Reitchel, Dorice	Certified Nurse Midwife	$ 121,118.40	11%
Galicia, Zuheiddy	Patient Intake/Front Desk	$ 31,158.40	4%
Smith, Shari	Nurse	$ 58,219.20	5%
Nadeau, Alisha	Director of Wellness & Specialty Services	$ 91,665.60	1%
Martinez, Marleni	Patient Intake/Front Desk	$ 27,664.00	4%
Centeno, Yamilis	Patient Intake/Front Desk	$ 27,664.00	4%
			Total

Amount Paid from this Contract	
$	4,110.02
$	1,788.64
$	3,091.13
$	4,181.95
$	5,670.75
$	2,173.11
$	3,722.53
$	12,838.55
$	1,238.55
$	3,085.62
$	1,232.21
$	1,157.52
$	1,157.52
$	**45,448.09**

Name	Board Role	Effective Date of	Next Due for	Final Term Ends (9 Yr
Idowu "Sam" Edokpolo	Director	11/19/2013	November, 2019	11/19/22
Catherine Marsellos	Vice Chair	6/2/2015	June, 2021	06/02/24
Som Gurung	Director	3/7/2017	March, 2020	03/07/26
Mohammad "Saleem"	Director	1/9/2018	January, 2021	1/9/2027
David Crespo	Secretary	7/18/2018	July, 2021	7/5/2027
Angella Chen-Shadeed	Director	8/7/2018	August, 2021	8/1/2027
Dennis "Danny" Carlsen	Director	8/7/2018	August, 2021	8/1/2027
Sonya Friar	Director	9/4/2018	September, 2021	9/1/2027
Maria Mariano	Director	7/6/2015	September, 2021	7/6/2024
Phillip Adams	Director	6/21/2016	June, 2019	6/21/2025
Kathleen Davidson	Chair	11/4/2014	November, 2020	11/04/23
Richard Elwell	Treasurer	1/9/2018	January, 2021	01/09/27
David Hildenbrand	Director	3/5/2019	March, 2022	03/05/28
Linda Langsten	Director	7/11/2017	July, 2020	7/11/2026
Dawn McKinney	Director	7/11/2017	July, 2020	7/11/2026
Oreste "Rusty" Mosca	Director	2/6/2018	February, 2021	2/6/2027

Manchester Community Health Center
Key Personnel

Budget Request for: Family Planning Services RFA-2018-DPHS-03-FAMIL-07-A01
Budget Period: July 1, 2020 - June 30, 2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borrero Rodriguez, Yarimar	Medical Assistant	$ 34,985.60	22%	$ 7,871.08
Del Vecchio, Diane	Chief Operating Officer	$ 137,425.60	2%	$ 3,425.42
Gleason, Judith	Nurse	$ 59,196.80	10%	$ 5,919.80
Guardado, Kate	Medical Assistant	$ 35,588.80	23%	$ 8,008.84
Logan, Kristin	Nurse Practitioner	$ 108,929.60	10%	$ 10,860.01
Martinez, Johana	Patient Intake	$ 33,300.80	12%	$ 4,161.70
Muir, Gavin	Chief Medical Officer	$ 286,000.00	2%	$ 7,128.99
Reitchel, Dorice	Certified Nurse Midwife	$ 123,302.40	20%	$ 24,587.04
Galicia, Zuheiddy	Patient Intake/Front Desk	$ 31,616.00	8%	$ 2,371.93
Smith, Shari	Nurse	$ 58,219.20	10%	$ 5,909.25
Nadeau, Alisha	Director of Wellness & Specialty Services	$ 91,665.60	3%	$ 2,359.79
Martinez, Marleni	Patient Intake/Front Desk	$ 28,078.96	8%	$ 2,216.76
Centeno, Yamilis	Patient Intake/Front Desk	$ 28,078.96	8%	$ 2,216.76
			Total	$ 87,037.37

78F mac

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$265,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
		Total	**$2,915,402**	**$884,958**	**$3,800,360**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased / (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$341,236	$0	$341,236

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$193,034	$0	$193,034

Coos County Family Health Center Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$156,800	$0	$156,800

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$166,216	$0	$166,216

Planned Parenthood of Northern New England Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$90,628	$0	$90,628

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$66,064	$0	$66,064

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,570	$0	$22,570
			AU 6146 TOTAL:	$354,658	$129,396	$484,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $530,172.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Lisa Morris
Title: Director

Manchester Community Health Center

6/4/19
Date

Name: Kris McCracken
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE County of Hillsboro on 06/04/19 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2023

KURT LAWLOR-JONES
Name and Title of Notary or Justice of the Peace

My Commission Expires: October 17, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
     http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningReccs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF). Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Manchester Community Health Center
Agency Name

6/4/19
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended

pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center

Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center

Vendor ID #TBD

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center

Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-626-9500	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $265,086
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On October 12, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sarah Gibson

[Seal]

SARAH E. GIBSON MY COMMISSION EXPIRES SEPT. 7, 2021 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Sarah Gibson, Notary Public

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7. .

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 10/12/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 10/12/15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: PMC
Date: 6/12/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials KN

Date 10/12/17

Exhibit B-1 - Budget

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - BASIC
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	$ 88,848.54	$ 8,852.06	$ 98,520.60	$ -	$ 8,852.06	$ 8,852.06	$ 88,848.54	$ -	$ 88,848.54
2. Employee Benefits	$ 18,834.30	$ 2,092.70	$ 20,927.00	$ -	$ 2,092.70	$ 2,092.70	$ 18,834.30	$ -	$ 18,834.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 2,207.09	$ 180.71	$ 2,387.80	$ -	$ 180.71	$ 180.71	$ 2,207.09	$ -	$ 2,207.09
Medical	$ 909.09	$ 90.91	$ 1,000.00	$ -	$ 90.91	$ 90.91	$ 909.09	$ -	$ 909.09
Office	$ 272.73	$ 27.27	$ 300.00	$ -	$ 27.27	$ 27.27	$ 272.73	$ -	$ 272.73
6. Travel	$ 378.71	$ 213.88	$ 592.59	$ -	$ 213.88	$ 213.88	$ 378.71	$ -	$ 378.71
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 454.54	$ 45.45	$ 499.99	$ -	$ 45.45	$ 45.45	$ 454.54	$ -	$ 454.54
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 109,925.00	$ 12,302.99	$ 122,227.99	$ -	$ 12,302.99	$ 12,302.99	$ 109,925.00	$ -	$ 109,925.00

Indirect As A Percent of Direct 11.2%

Exhibit B-1 Budget

Initials KL
Date 10/12/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - TANF
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Items	Total Program Cost	Contractor Share / Match	Funded by this RFP	Funded by other State of NH Funds	Funded by other Federal Funds	Funded by other Sources	Total Direct	Total Indirect	Total	Estimated Revenue in Excess of Allowable Direct Costs
1. Total Salary/Wages	$ 17,472.11	$ 1,041.35	$ 18,413.46	$ -	$ 1,041.35	$ 1,041.35	$ 17,472.11	$ -	$ 17,472.11	
2. Employee Benefits	$ 3,260.30	$ 362.26	$ 3,622.56	$ -	$ 362.26	$ 362.26	$ 3,260.30	$ -	$ 3,260.30	
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
11. Staff Education and Training	$ 1,885.59	$ 188.56	$ 2,074.15	$ -	$ 188.56	$ 188.56	$ 1,885.59	$ -	$ 1,885.59	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 22,618.00	$ 2,492.17	$ 25,110.17	$ -	$ 2,492.17	$ 2,492.17	$ 22,618.00	$ -	$ 22,618.00	

Indirect As A Percent of Direct 11.0%

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Initials KK

Date 4/12/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - BASIC
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 86,868.54	$ 9,652.06	$ 96,520.60	$ -	$ 9,652.06	$ 9,652.06	$ 86,868.54	$ -	$ 86,868.54
2. Employee Benefits	$ 18,834.30	$ 2,092.70	$ 20,927.00	$ -	$ 2,092.70	$ 2,092.70	$ 18,834.30	$ -	$ 18,834.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 2,207.09	$ 180.71	$ 2,387.80	$ -	$ 180.71	$ 180.71	$ 2,207.09	$ -	$ 2,207.09
Medical	$ 909.09	$ 90.91	$ 1,000.00	$ -	$ 90.91	$ 90.91	$ 909.09	$ -	$ 909.09
Office	$ 272.73	$ 27.27	$ 300.00	$ -	$ 27.27	$ 27.27	$ 272.73	$ -	$ 272.73
6. Travel	$ 378.71	$ 213.88	$ 592.59	$ -	$ 213.88	$ 213.88	$ 378.71	$ -	$ 378.71
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 454.54	$ 45.45	$ 499.99	$ -	$ 45.45	$ 45.45	$ 454.54	$ -	$ 454.54
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory).	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 109,925.00	$ 12,302.99	$ 122,227.99	$ -	$ 12,302.99	$ 12,302.99	$ 109,925.00	$ -	$ 109,925.00

Indirect As A Percent of Direct 11.2%

Exhibit B-3 Budget

Initials KW
Date 10/12/17

Exhibit B-4 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Family Planning Program Services - TANF
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 17,472.11	$ 1,941.35	$ 19,413.46	$ -	$ 1,941.35	$ 1,941.35	$ 17,472.11	$ -	$ 17,472.11
2. Employee Benefits	$ 3,260.30	$ 362.26	$ 3,622.56	$ -	$ 362.26	$ 362.26	$ 3,260.30	$ -	$ 3,260.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,885.59	$ 188.56	$ 2,074.15	$ -	$ 188.56	$ 188.56	$ 1,885.59	$ -	$ 1,885.59
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,618.00	$ 2,492.17	$ 25,110.17	$ -	$ 2,492.17	$ 2,492.17	$ 22,618.00	$ -	$ 22,618.00
Indirect As A Percent of Direct		11.0%							

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Initials
Date 10/12/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials KM
Date 10/12/17

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Chris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Kathy McCrachen
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

Contractor Initials KA
Date 10/12/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Rita McCracken
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Chris McCrachen
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Community Health Center

10/17/17
Date

Name: Iris McCracken
Title: President/CEO

Contractor Initials VM
Date 10/17/17

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement: Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**.

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials

Date 10/27/17

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Chris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/12/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Doris McCracken
Title: President/CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 928644937

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $314,540

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
3. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
4. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
5. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
6. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
7. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
8. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
9. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

10. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
11. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
12. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
13. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
14. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/14/19
Date

Name: Lisa Morris
Title: Director

Coos County Family Health Services

11/13/19
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Coos on October 31, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Linda Blanchette, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-6 - Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2018 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 80,353.00	$ -	$ 80,353.00	$ 30,145.00	$ -	$ 30,145.00	$ 50,208.00	$ -	$ 50,208.00
2. Employee Benefits	$ 25,713.00	$ -	$ 25,713.00	$ 9,647.00	$ -	$ 9,647.00	$ 16,066.00	$ -	$ 16,066.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,600.00	$ -	$ 1,600.00	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,850.00	$ -	$ 2,850.00	$ 2,850.00	$ -	$ 2,850.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 155,416.00	$ -	$ 155,416.00	$ 89,142.00	$ -	$ 89,142.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct 0.0%

Contractor Initials KG
Date 10/31/19

Exhibit B-6 - Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Coos County Family Health Services, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,955.00	$ -	$ 81,955.00	$ 31,747.00	$ -	$ 31,747.00	$ 50,208.00	$ -	$ 50,208.00
2. Employee Benefits	$ 26,225.00	$ -	$ 26,225.00	$ 10,169.00	$ -	$ 10,169.00	$ 16,056.00	$ -	$ 16,056.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,600.00	$ -	$ 1,600.00	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,850.00	$ -	$ 2,850.00	$ 2,850.00	$ -	$ 2,850.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 157,531.00	$ -	$ 157,531.00	$ 91,257.00	$ -	$ 91,257.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct 0.0%

Contractor Initials KG
Date 12/5/19

Exhibit B-7 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: TANF- Family Planning Services

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 16,031.00	$ -	$ 16,031.00	$ 6,666.00	$ -	$ 6,666.00	$ 9,365.00	$ -	$ 9,365.00
2. Employee Benefits	$ 5,129.00	$ -	$ 5,129.00	$ 2,133.00	$ -	$ 2,133.00	$ 2,996.00	$ -	$ 2,996.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,160.00	$ -	$ 21,160.00	$ 8,799.00	$ -	$ 8,799.00	$ 12,361.00	$ -	$ 12,361.00

Indirect As A Percent of Direct 0.0%

Contractor Initials KG
Date 10/29/19

Exhibit B-6 - Amendment #2 Budget
TANF

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Coos County Family Health Services, Inc.

Budget Request for: TANF- Family Planning Services

Budget Period: July 1, 2020 - June 30,2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 16,349.00	$ -	$ 16,349.00	$ 6,984.00	$ -	$ 6,984.00	$ 9,365.00	$ -	$ 9,365.00
2. Employee Benefits	$ 5,231.00	$ -	$ 5,231.00	$ 2,235.00	$ -	$ 2,235.00	$ 2,996.00	$ -	$ 2,996.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,580.00	$ -	$ 21,580.00	$ 9,219.00	$ -	$ 9,219.00	$ 12,361.00	$ -	$ 12,361.00

Indirect As A Percent of Direct 0.0%

Contractor Initials KG
Date 10/3/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date}as minimum required clinical services for family planning.

Sub-Recipient Agency Name:
Coos Co. Family Health Center

Sub-Recipient Authorizing Signature:

Contractor Initials _____
Date 6/3/19

Name/Title (Please Type Name/Title)	Signature	Date

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Date 10/31/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women $\geq$ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

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- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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Date 10/31/19

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Contractor Initials

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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Date 10/31/19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Coos Co. Family Health (SHCC)
Agency Name

10/31/19
Date

Contractor Initials KG
Date 10/31/19

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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Date 10/31/15

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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Date 10/31/19

AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials: KG
Date 11/31/19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

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Date 6/3/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

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Date 10/31/19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

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Date 10/31/17

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials KG

Date 10/31/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
ↄ	ↄ
	EVALUATION ACTIVITIES
	ↄ

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

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Date 10/5/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

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Date 10/31/19

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials KG
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SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials Kg
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials KG
Date 10/31/19

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials: Ky
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
ɔ	ɔ
	EVALUATION ACTIVITIES
	ɔ

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials: KG
Date 10/31/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021
Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials KG
Date 10/31/19

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials KG
Date 10/31/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials KG

Date 10/31/15

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials KG

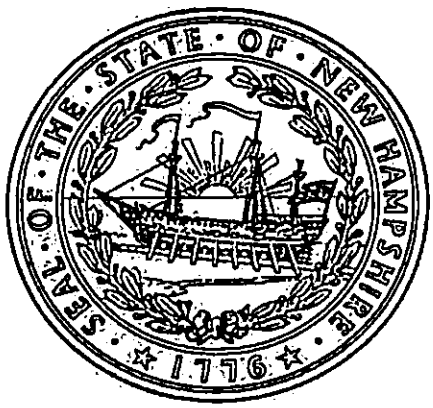
Date 10/31/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 14, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63204
Certificate Number : 0004488016



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Pauline Tibbetts, Board Secretary, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Coos County Family Health Services.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 11/17/19:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of Family Planning services.

RESOLVED: That the CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 31st day of October, 2019.
(Date Contract Signed)

4. CEO Ken Gordon is the duly elected
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Pauline J. Tibbetts
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 31st day of October, 2019.

By Pauline Tibbetts.
(Name of Clerk of the Corporation)
Board Secretary

Linda Blanchette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Janice Jobin
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: jjobin@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: MEMIC Indemnity Company	11030
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coos County Family Health Services, Inc.
133 Pleasant Street
Berlin NH 03570-2006

COVERAGES CERTIFICATE NUMBER: 19-20 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER			PHPK1839700	07/01/2019	07/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1839698	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI-	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB634941	07/01/2019	07/01/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102802240 (3a.) NH	07/01/2019	07/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employee Dishonesty			PHPK1839700	07/01/2019	07/01/2020	Limit	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of NH Department of Health & Human Services is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

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

Michael Gerrier

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coös county
Family Health

54 Willow Street
Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

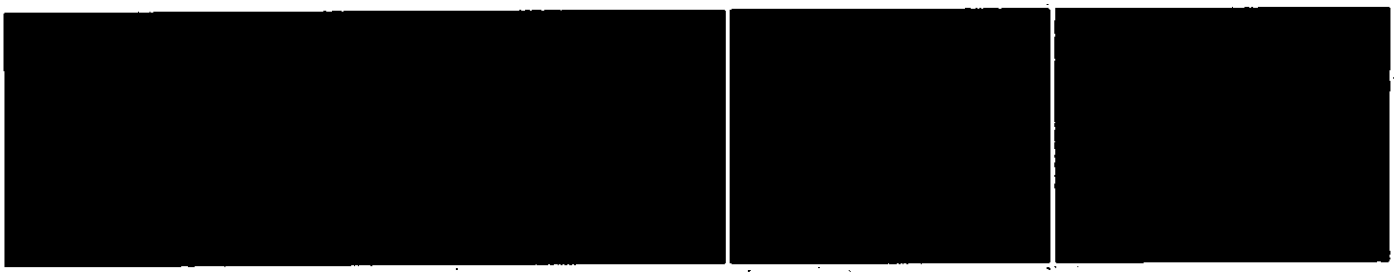
MISSION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Coös County Family Health Services is a community-based organization providing innovative, personalized, comprehensive health care and social services of the highest quality to everyone, regardless of economic status.

(Mission Statement)
Board Approved 1/17/19

This institution is an equal opportunity provider, and employer.

BerryDunn



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Coos County Family Health Services, Inc.

We have audited the accompanying financial statements of Coos County Family Health Services, Inc., which comprise the balance sheets as of June 30, 2018 and 2017, 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 Coos County Family Health Services, Inc. as of June 30, 2018 and 2017, 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
September 20, 2018

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	$ 1,973,813	$ 2,367,938
Patient accounts receivable, net	1,664,499	1,542,290
Grants receivable	272,269	226,011
Due from third party payers	45,000	55,000
Other current assets	80,577	87,916
Total current assets	4,036,158	4,279,155
Investments	750,000	-
Assets limited as to use	612,624	658,415
Beneficial interest in funds held by others	26,180	19,352
Property and equipment, net	2,273,388	2,365,430
Total assets	$ 7,698,350	$ 7,322,352

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 308,377	$ 276,711
Accrued payroll and related expenses	738,762	828,757
Deferred revenue	31,500	-
Current maturities of long-term debt	-	43,248
Total current liabilities	1,078,639	1,148,716
Long-term debt, less current maturities	-	258,229
Total liabilities	1,078,639	1,406,945
Net assets		
Unrestricted	6,496,643	5,757,854
Temporarily restricted	94,880	132,113
Permanently restricted	28,188	25,440
Total net assets	6,619,711	5,915,407
Total liabilities and net assets	$ 7,698,350	$ 7,322,352

The accompanying notes are an integral part of these financial statements.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$10,167,944	$ 9,584,827
Provision for bad debts	(187,040)	(312,981)
Net patient service revenue	9,980,904	9,271,846
Grants, contracts, and contributions	3,315,147	3,384,250
Other operating revenue	145,677	162,991
Interest income	3,586	3,823
Net assets released from restriction for operations	60,470	51,277
Total operating revenue	13,505,784	12,874,187
Operating expenses		
Salaries and benefits	9,259,273	8,782,282
Other operating expenses	3,365,849	3,293,632
Depreciation and amortization	249,132	258,710
Interest expense	820	13,635
Total operating expenses	12,875,074	12,348,259
Excess of revenue over expenses	630,710	525,928
Net assets released from restriction for capital acquisition	108,079	151,977
Increase in unrestricted net assets	$ 738,789	$ 677,905

The accompanying notes are an integral part of these financial statements.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Excess of revenue over expenses	$ 630,710	$ 525,928
Grants received for capital acquisition	108,079	151,977
Increase in unrestricted net assets	738,789	677,905
Temporarily restricted net assets		
Grants, contracts, and contributions	131,316	250,686
Net assets released from restriction for operations	(60,470)	(51,277)
Net assets released from restriction for capital acquisition	(108,079)	(151,977)
(Decrease) increase in temporarily restricted net assets	(37,233)	47,432
Permanently restricted net assets		
Contributions	920	2,006
Change in fair value of beneficial interest in funds held by others	1,828	444
Increase in permanently restricted net assets	2,748	2,450
Change in net assets	704,304	727,787
Net assets, beginning of year	5,915,407	5,187,620
Net assets, end of year	$ 6,619,711	$ 5,915,407

The accompanying notes are an integral part of these financial statements.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ 704,304	$ 727,787
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	187,040	312,981
Depreciation and amortization	249,132	258,710
Contributions for long-term purposes	(108,999)	(153,983)
Change in fair value of beneficial interest in funds held by others	(1,828)	(444)
(Increase) decrease in the following assets		
Patient accounts receivable	(309,249)	(546,945)
Grants receivable	(46,258)	445,095
Due from third party payers	10,000	(9,750)
Other current assets	(7,661)	(41,240)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	31,666	(84,984)
Accrued payroll and related expenses	(89,995)	155,480
Deferred revenue	31,500	-
Net cash provided by operating activities	649,652	1,062,707
Cash flows from investing activities		
Purchase of investments	(750,000)	-
Capital acquisitions	(142,090)	(253,831)
(Increase) decrease in assets limited as to use	45,791	(18,057)
Transfer of endowment assets to perpetual trust held by others	(5,000)	-
Net cash used by investing activities	(851,299)	(271,888)
Cash flows from financing activities		
Payments on long-term debt	(301,477)	(353,946)
Contributions for long-term purposes	108,999	153,983
Net cash used by financing activities	(192,478)	(199,963)
Net (decrease) increase in cash and cash equivalents	(394,125)	590,856
Cash and cash equivalents, beginning of year	2,367,938	1,777,082
Cash and cash equivalents, end of year	$ 1,973,813	$ 2,367,938
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 820	$ 13,635

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Coos County Family Health Services, Inc. (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care, dental and disease prevention services to residents of Coos County, New Hampshire through direct services, referral and advocacy.

The Organization is a non-principal participant in the National Rural ACO 13 LLC (the ACO). The mission of the ACO is better health for populations, better care for individuals, and lower growth in health care expenditures. As a participant in the ACO, the Organization intends to work with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients. Pursuant to its operating agreement, the ACO will distribute shared savings it receives from Medicare in a predetermined ratio to the Organization, as applicable.

Acquisition of Ronald D. Montminy, D.D.S., P.C.

On October 31, 2016, the Organization acquired a local dental practice for $85,000 to expand the scope of the Organization's services to include dental. The acquisition price included $40,000 for furniture and equipment and $45,000 for a non-compete for a one year period from the acquisition date.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2018	2017
Balance, beginning of year	$ 281,000	$ 182,000
Provision	187,040	312,981
Write-offs	(260,040)	(213,981)
Balance, end of year	$ 208,000	$ 281,000

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Assets Limited as to Use

Assets limited as to use include assets set aside as a reserve fund under loan agreements for repairs and maintenance on the real property collateralizing the loans, assets designated by the Board of Directors and donor-restricted grants and contributions.

Beneficial Interest in Funds Held by Others

The Organization is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing the fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Organization. In accordance with its spending policy, the Foundation makes distributions from the fund to the Organization. The distributions are approximately 4% of the market value of the fund per year. The Organization's interest in the fund is recognized as permanently restricted net assets with changes in fair value reported as permanently restricted.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. 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.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for program services for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization 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. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are 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 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 statements of operations as "net assets released from restriction."

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services (Unaudited)

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2018 and 2017 was $2,183,864 and $2,756,237, respectively.

Various program help and support for the daily operations of the Organization's Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they do not meet the criteria for recognition (specialized skills that would be purchased if not donated). Management estimates the fair value of donated services received but not recognized as revenues was $132,525 and $121,692 for the years ended June 30, 2018 and 2017, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was $10,165 and $3,447 for the years ended June 30, 2018 and 2017, respectively.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2018	2017
Program services	**$11,289,709**	$10,811,394
Administrative and general	**1,585,365**	1,536,865
Total	**$12,875,074**	$12,348,259

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 20, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2018	2017
Medical and dental patient accounts receivable	**$ 1,111,015**	$ 1,012,113
Contract 340B pharmacy receivable	**761,484**	811,177
Total patient accounts receivable	**1,872,499**	1,823,290
Allowance for doubtful accounts	**(208,000)**	(281,000)
Patient accounts receivable, net	**$ 1,664,499**	$ 1,542,290

3. Investments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2018			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 49,520	$ -	$ -	$ 49,520
Corporate bonds	-	400,990	-	400,990
Government bonds	299,490	-	-	299,490
Total investments	$ 349,010	$ 400,990	$ -	$ 750,000

Corporate bonds are valued based on quoted market prices of similar assets.

4. Assets Limited as to Use

Assets limited as to use is comprised of cash and cash equivalents and consisted of the following as of June 30:

	2018	2017
Board designated: working capital	$ 515,736	$ 513,931
United States Department of Agriculture Rural Development: loan agreements	-	6,283
Donor restricted:		
Temporarily restricted: specific purposes	94,880	132,113
Permanently restricted: endowment	2,008	6,088
Total	$ 612,624	$ 658,415

5. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land and improvements	$ 153,257	$ 153,257
Building and improvements	3,233,370	3,233,370
Furniture, fixtures, and equipment	2,129,449	1,999,035
Total cost	5,516,076	5,385,662
Less accumulated depreciation	3,242,688	3,020,232
Property and equipment, net	$ 2,273,388	$ 2,365,430

In 2010, the Organization made renovations to certain buildings with Federal grant funding under the ARRA – Capital Improvement Program. In 2014 the Organization also made renovations to certain buildings with Federal grant funding under the ACA – Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

6. Line of Credit

The Organization had a $500,000 line of credit with a local bank, which automatically renews annually in June. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (6.50% at June 30, 2018). The Organization is also required to pay 0.25% monthly on the unused portion of the line. There was no outstanding balance at June 30, 2018 and 2017. Androscoggin Valley Hospital is guarantor for the line.

7. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Note payable, U.S. Department of Agriculture, Rural Development, payable in monthly installments of $1,285, including interest at 3.375%, due May 2042, collateralized by real estate. The note was paid in full in August 2017.	$ -	$ 258,958
Note payable, New Hampshire Health and Education Facilities Authority, payable in monthly installments of $3,060, including interest at 1.00%, due August 2018, collateralized by real estate. The note was paid in full in August 2017.	-	42,519
Total long-term debt	-	301,477
Less current maturities	-	43,248
Long-term debt, less current maturities	$ -	$ 258,229

8. Patient Service Revenue

Patient service revenue is as follows:

	2018	2017
Gross charges	$ 9,310,013	$ 9,199,071
340B pharmacy revenue	2,552,170	2,201,231
Total gross revenue	11,862,183	11,400,302
Contractual adjustments	(1,383,837)	(1,566,748)
Sliding fee scale discounts	(310,402)	(248,727)
Total patient service revenue	$ 10,167,944	$ 9,584,827

Primary payers representing 10% or more of the Organization's gross patient service revenue are as follows:

	2018	2017
Medicare	**33 %**	33 %
Medicaid	**24 %**	23 %
Blue Cross	**18 %**	18 %
Harvard Pilgrim	**12 %**	12 %

The Organization has agreements with the Centers for Medicare and Medicaid Services. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $392,464 and $311,485 for the years ended June 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed $209,121 and $182,073 for the years ended June 30, 2018 and 2017, respectively.

10. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2018, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The following is a summary of gross medical and dental patient accounts receivable, by funding source at June 30, 2018 and 2017:

	2018	2017
Medicare	35 %	14 %
Medicaid	17 %	29 %
Blue Cross	15 %	16 %
Harvard Pilgrim	9 %	12 %
Other	24 %	29 %
	100 %	100 %

The following is a summary of gross 340B pharmacy accounts receivable, by contract pharmacy at June 30, 2018 and 2017:

	2018	2017
Walmart Stores, Inc.	64 %	97 %
Walgreen Co.	29 %	3 %
Other	7 %	- %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to change in future years. For the years ended June 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 66% and 70%, respectively, of grants, contracts, and contributions.

SUPPLEMENTARY INFORMATION

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2018

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Passthrough Contract Number	Total Federal Expenditures
United States Department of Health and Human Services:			
Direct:			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 644,161
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,361,384
Total Health Centers Cluster			2,005,545
Passthrough:			
State of New Hampshire Department of Health Human Services			
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	7,521
Family Planning Services	93.217	102-500734/90080203	39,844
Temporary Assistance for Needy Families	93.558	502-500891/45130203	11,331
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	17,807
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731/90072003	43,359
New Hampshire Coalition Against Domestic and Sexual Violence			
Injury Prevention and Control Research and State and Community Based Programs	93.136	not available	12,995
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	not available	65,966
Bi-State Primary Care Association, Inc.			
Grants to States to Support Oral Health Workforce Activities	93.236	not available	79,162
Total United States Department of Health and Human Services			2,283,530
United States Department of Justice:			
Passthrough:			
New Hampshire Coalition Against Domestic and Sexual Violence			
Sexual Assault Services Formula Program	16.017	not available	28,147
Crime Victim Assistance	16.575	not available	142,103
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	not available	5,531
Total United States Department of Justice			175,781
Total Expenditures of Federal Awards			$ 2,459,311

The accompanying notes are an integral part of this schedule.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2018

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Coos County Family Health Services, Inc. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Coos County Family Health Services, Inc.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. Coos County Family Health Services, Inc. has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Coos County Family Health Services, Inc.

We have audited, 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, the financial statements of Coos County Family Health Services, Inc. (the Organization), which comprise the balance sheet as of June 30, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 20, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Coos County Family Health Services, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Coos County Family Health Services, Inc.

Report on Compliance for The Major Federal Program

We have audited Coos County Family Health Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2018. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, Coos County Family Health Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2018.

Board of Directors
Coos County Family Health Services, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

1. **Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:

Material weakness(es) identified:	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Centers Cluster

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee?	☑	Yes	☐	No

2. **Financial Statement Findings**

None

3. **Federal Award Findings and Questioned Costs**

None

COOS COUNTY FAMILY HEALTH SERVICES, INC.
54 WILLOW STREET – BERLIN, NH 03570
752-3669
BOARD OF DIRECTORS

H. Guyford Stever, Jr., 2022 (4th)
****PRESIDENT****
Chair, Executive Committee

Patti Stolte, 2020 (1st)
****VICE-PRESIDENT****
Chair, Personnel Committee

Aline Boucher, 2020 (4th)
****TREASURER****
Chair, Finance/Development Committee

Pauline Tibbetts, 2020 (1st)
****SECRETARY****

Robert Pelchat, 2020 (6th)

Marge McClellan, 2020 (6th)

Roland Olivier, 2020 (2nd)
Chair, Health Care Reform Committee

David Morin, 2020 (2nd)
Chair, Governance Committee

Robert Thompson, 2021 (2nd)
Chair, Facilities Committee

Claudette Morneau, 2020 (1st)
Chair, Quality Improvement Committee

Kassie Eafrati, 2022 (1st)

Melanie Maynor, 2022 (1st)

Cynthia Desmond, 2022 (1st)

Gregg Marrer

Kenneth E. Gordon

WORK EXPERIENCE

CHIEF EXECUTIVE OFFICER: Coos County Family Health Services, Berlin, New Hampshire (2/15 – present)

- Provided administrative and strategic leadership to a Federally Qualified Health Center serving approximately 12,000 patients.
- Work closely with the organization's Board of Directors to establish policy and to monitor performance in the realms of finance, clinical quality, consumer and staff satisfaction.

ADMINISTRATOR: North Country Health Consortium, Littleton, New Hampshire (8/13 – present)

- Provide administrative leadership of the North Country Accountable Care Organization, a newly formed non-profit entity comprised of four community health centers working in collaboration to improve the health and well-being of North Country residents.

EXECUTIVE DIRECTOR: Area Agency on Aging for Northeastern Vermont, St. Johnsbury, Vermont (9/02 – 7/13)

- Provided administrative leadership to a private, non-profit human service agency serving older adults and family caregivers.
- Financial management of the organization's budget.
- Supervision of clinical and administrative staff.

SOCIAL SERVICES COORDINATOR: Caledonia Home Health Care and Hospice, St Johnsbury, Vermont (8/97 - 8/02)

- Provided medical social work to individuals and families receiving home care and hospice services.
- Supervised and coordinated the work of four master's level staff members.
- Provided consultation to medical staff regarding psycho-social issues.
- Participated in discharge planning with other social service and health agencies.

CHILD PROTECTIVE SERVICE WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (5/96 - 8/97)

- Coordinated multidisciplinary treatment teams providing services to families.

- Psychosocial assessment & case planning.
- Care Management (Medicaid reimbursable).
- Individual and family counseling.
- Placement and supervision of children in foster care.
- Preparation of court reports.

ADOPTION SOCIAL WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury & Newport, Vermont (4/90 -9/94)

- Recruitment, training and assessment of adoptive applicants.
- Placement and supervision of abused and neglected children with adoptive families.
- Counseling with birth parents considering the voluntary relinquishment of a child.
- Consultation with casework staff regarding adoption issues.
- Preparation of adoption homes studies and probate court reports.

FOSTER CARE COORDINATOR: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (12/86 - 4/90)

- Managed a foster care program serving approximately fifty children.
- Fiscal administration, program planning and evaluation.
- Curriculum development and in-service training.

ASSISTANT DIRECTOR: Upward Bound Project, Lyndon State College (9/85 - 12/86)

- Co-directed a college preparatory program for disadvantaged youth.
- Formulated program goals and evaluated outcomes.
- Co-authored a successful federal grant proposal totaling more than $400.00.
- Training, supervision and evaluation of staff.
- Academic and career counseling.

EDUCATION

MASTERS OF SOCIAL WORK (M.S.W.) May 1996. University of Vermont

- 1st year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2nd year clinical internship: Fletcher Allen Health Care, Inpatient Psychiatric Unit

BACHELOR OF SCIENCE (B.S.) Behavioral Science and Special Education. May, 1984. Lyndon State College, Lyndonville, Vermont

REFERENCES

Available upon request

Patricia A. Couture

Work History

1983- Present Coos County Family Health Services, Berlin, NH.

1991- Present: Chief Operating Officer/RN: Responsible for the day-to-day administration and overall activities of the clinical services in conjunction with the Medical Director and Chief Executive Officer. Major administrative responsibilities include: implement and monitor quality improvement programs; hire, train, supervise and evaluate employees; assist Chief Executive Officer with grant proposals; assist Medical Director with clinical policies and guidelines; perform medical record audits; implement all clinical schedules, and be familiar with all outpatient nursing functions. Responsible for the overall direction, coordination and evaluation of Nursing, Medical Records, Pharmacy, Medical Support, Laboratory and Maintenance Services.

2011- Present: Corporate Compliance Officer: Responsible for the operation and management of the Compliance Program and reports to the CEO and Board of Directors.

1986-1991 Site Coordinator: Responsible for the coordination and evaluation of three programs: Family Planning/Women's Health, Sexually Transmitted Diseases, and HIV Counseling and Testing in three communities - Berlin, Lancaster and Colebrook. Administrative responsibilities included: trained, supervised and evaluated employees; assisted Executive Director with agency policies, procedure and protocols; and provided community education. Clinical responsibilities included: patient counseling, education, follow-up, documentation, laboratory services, referrals and nursing functions/procedures.

1983-1986 Clinical Nurse/Counselor: Responsible for outpatient clinical services and Family Planning/Women's Health counseling services.

1976-1983 St. Vincent de Paul Nursing Home, Berlin, NH.
LPN Charge Nurse: Nursing responsibilities included: responsible for 29 residents, supervised nurse's aides, prepared verbal/written reports, administration of medication, complete nursing care, transcribed physician orders, and documentation; nursing process, assessment, nursing diagnosis, care plan, outpatient goals, outcomes and nursing interventions.

1976-1977 Androscoggin Valley Hospital Berlin, NH
Private Duty Nurse: Complete nursing care.

Education:

Granite State College
Bachelor of Science in Healthcare Administration, 2007 December
Member of Alpha Sigma Lambda National Honor Society

New Hampshire Technical College, Berlin, NH
Associate Nursing Degree, 1989 (May)
Member of Phi Theta Kappa Honor Society

New Hampshire Vocational Technical College, Berlin, NH
Practical Nursing Diploma, 1976 (June)
Graduated with Honors

Berlin High School, Berlin, NH
Graduated 1975

License:

New Hampshire Board of Nursing, Concord, NH
Registered Nurse License, 1990 (July)
Practical Nurse License, 1976 (October)

Continued Education:

Nursing and Management Workshops, Seminars, National Conferences and Lectures.

References:

Available Upon Request

MELISSA M FRENETTE, CPA

FUNCTIONAL SUMMARY

Certified Public Accountant with over twelve years of experience in public accounting. Experienced in training and supervising staff, managing multiple on-going engagements and facilitating timely income tax filing and reporting for firm clients.

EMPLOYMENT

2007-Present Coos County Family Health Services Berlin, NH

Chief Financial Officer

- Oversee the general operation of the Finance and Purchasing Departments
- Analyzes available data and suggests way to improve agency's self sufficiency
- Prepares budgets, reports and studies for CCFHS and all funding sources
- Takes a leadership role in the annual financial audit
- Performs employee evaluations and assigns tasks as appropriate
- Attends applicable board and committee meetings
- Possesses a through working knowledge of cost reporting requirements

2004-2007 Malone, Dirubbo & Company/Phillips & AssociatesLincoln, NH

Senior Staff Accountant

- Conducted financial statement audits for multiple entities
- Prepared audited, reviewed, and compiled financial statements
- Compiled and prepared loan package information
- Consulted in business entity choices
- Prepared personal and business income tax returns
- Prepared personal and business income tax projections
- Prepared projected financial statements and cash flows
- Consulted in inventory cost methods
- Trained clients in use of accounting software

1995-2004 Driscoll & Company, PLLC Berlin, NH

Senior Staff Accountant/Office Manager

- Supervised and trained office staff members
- Managed work flow for deadline achievement
- Installed and maintained accounting and tax software
- Prepared audited, reviewed, and compiled financial statements
- Prepared payroll tax returns
- Conducted 401(K) plan audits and financial statements

EDUCATION

1992-1995 Plymouth State University Plymouth, NH

B.S. Accounting, minor Mathematics

Graduated cum laude

COMMUNITY ACTIVITIES

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name:
Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

BUDGET PERIOD: SFY 20 (7/1/19 - 6/30/20)

Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Ken Gordon, CEO	$149,000	0.00%	$0.00
Patricia Couture, COO	$132,392	1.13%	$1,500.00
Melissa Frenette, CFO	$130,582	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)			**$1,500.00**

BUDGET PERIOD: SFY 21 (7/1/20 - 6/30/21)

Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Ken Gordon, CEO	$152,048	0.00%	$0.00
Patricia Couture, COO	$135,034	1.11%	$1,500.00
Melissa Frenette, CFO	$133,846	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)			**$1,500.00**

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.

78F mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$265,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
[redacted]		**Total**	**$2,915,402**	**$884,958**	**$3,800,360**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General

Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased / (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$341,236	$0	$341,236

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$193,034	$0	$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$156,800	$0	$156,800

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$166,216	$0	$166,216

Planned Parenthood of Northern New England Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$90,628	$0	$90,628

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$66,064	$0	$66,064

Coos County Family Health Center Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,570	$0	$22,570
			AU 6146 TOTAL:	$354,658	$129,396	$484,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $314,540

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Lisa Morris
Title: Director

Coos County Family Health

5/31/19
Date

Name:
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on 5/31/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Linda Blanchette, Executive Assistant
Name and Title of Notary or Justice of the Peace

My Commission Expires: LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
     http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force:
http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.
- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history

- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness

- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination
   b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan

c) Sexual health assessment screening
d) Other screening services that include:
- Obtain medical history
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include:
- Obtain medical history
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
- Screen for obesity by obtaining height, weight, & BMI
- Screen for hypertension by obtaining BP
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
a) Discuss client's reproductive life plan
b) Obtain medical history
c) Obtain sexual health assessment
d) Check immunization status

2. Screen client for STDs

a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
b) Provide additional STD testing as indicated
c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History

2. Cervical Cytology

3. Clinical Breast Examination or discussion

4. Mammography

5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.

- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.

- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm

- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299

- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/

- Managing Contraceptive Pill Patients, Richard P. Dickey.

- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.

- American Medical Association, Information Center http://www.ama-assn.org/ama

- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.

- Emergency Contraception: www.arhp.org/topics/emergency-contraception.

- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html

- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Coos County Family Health
Agency Name

5/31/19
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and

- Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Contractor Initials KG
Date 5/30/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____	

		Numerator: _____ Denominator: _____	**interventions) that will reduce reproductive risk.**

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

_____ Target/Objective **Met**

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

_____ Target/Objective **Met**

Numerator: %

Denominator: _____% _____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____	

		Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY).

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____	

		Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020).	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020-June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center.	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coos County Family Health		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-3669	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $157,270
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory [signature], Interim Executive Director	

1.13 Acknowledgement: State of NH, County of Coos

On 10/12/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Linda Blanchette

LINDA BLANCHETTE, Notary Public
My Commission Expires September 18, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Linda Blanchette, Executive Assistant

1.14 State Agency Signature [signature] Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing; nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials KG
Date 10-12-17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

Family Planning

Budget Period: July 1, 2017 to June 30,2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 74,580.00	$ -	$ 74,580.00	$ 24,382.00	$ -	$ 24,382.00	$ 50,206.00	$ -	$ 50,206.00
2. Employee Benefits	$ 23,884.00	$ -	$ 23,884.00	$ 7,802.00	$ -	$ 7,802.00	$ 18,086.00	$ -	$ 18,086.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,600.00	$ -	$ 1,600.00	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 147,958.00	$ -	$ 147,958.00	$ 81,684.00	$ -	$ 81,684.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct

Exhibit B-1 Budget

Initials Kg

Date 11/12/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:
TANF

Budget Period: July 1, 2017 to June 30,2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 14,190.00	$ -	$ 14,190.00	$ 4,825.00	$ -	$ 4,825.00	$ 9,365.00	$ -	$ 9,365.00
2. Employee Benefits	$ 4,540.00	$ -	$ 4,540.00	$ 1,544.00	$ -	$ 1,544.00	$ 2,996.00	$ -	$ 2,996.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 18,730.00	$ -	$ 18,730.00	$ 6,369.00	$ -	$ 6,369.00	$ 12,361.00	$ -	$ 12,361.00

Indirect As A Percent of Direct

Exhibit B-2 Budget

Initials KG
Date 10/12/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

Family Planning

Budget Period: July 1, 2016 to June 30,2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 75,000.00	$ -	$ 75,000.00	$ 24,800.00	$ -	$ 24,800.00	$ 50,206.00	$ -	$ 50,206.00
2. Employee Benefits	$ 24,002.00	$ -	$ 24,002.00	$ 7,936.00	$ -	$ 7,936.00	$ 16,066.00	$ -	$ 16,066.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Repair and Maintenance	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 27,000.00	$ -	$ 27,000.00	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -
Office	$ 1,400.00	$ -	$ 1,400.00	$ 1,400.00	$ -	$ 1,400.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,750.00	$ -	$ 1,750.00	$ 1,750.00	$ -	$ 1,750.00	$ -	$ -	$ -
Postage	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -
Subscriptions	$ 1,750.00	$ -	$ 1,750.00	$ 1,750.00	$ -	$ 1,750.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 148,510.00	$ -	$ 148,510.00	$ 82,236.00	$ -	$ 82,236.00	$ 66,274.00	$ -	$ 66,274.00

Indirect As A Percent of Direct

Initials KG
Date 10-12-17

Exhibit B-4 - Budget

TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

TANF

Budget Period: July 1, 2018 to June 30,2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 14,470.00	$ -	$ 14,470.00	$ 5,105.00	$ -	$ 5,105.00	$ 9,365.00	$ -	$ 9,365.00
2. Employee Benefits	$ 4,630.00	$ -	$ 4,630.00	$ 1,634.00	$ -	$ 1,634.00	$ 2,996.00	$ -	$ 2,996.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 19,100.00	$ -	$ 19,100.00	$ 6,739.00	$ -	$ 6,739.00	$ 12,361.00	$ -	$ 12,361.00
Indirect As A Percent of Direct									

Exhibit B-4 Budget

Initials: kg
Date: 10/12/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials KG
Date 10/12/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/12/17
Date

Name: [illegible]
Title: CEO

Contractor Initials KG
Date 10/12/17

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee. .

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	Lakes Region Family Health Name of the Contractor
Lisa Morris Signature of Authorized Representative	Ken Gorzel Signature of Authorized Representative
LISA MORRIS Name of Authorized Representative	KEN GORZEL Name of Authorized Representative
DIRECTOR, DPHS Title of Authorized Representative	Chief Executive Officer Title of Authorized Representative
10/27/17 Date	10/12/17 Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/12/17
Date

Name:
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 167385509

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

Contractor Initials KG
Date 10/12/17

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/14/19
Date

Name: Lisa Morris
Title: Director

Equality Health Center

Nov 8, 2019
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 11/08/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Cecile T. O'Keefe
Name and Title of Notary or Justice of the Peace

CECILE T. O'KEEFE, Notary Public
My Commission Expires July 10, 2024

My Commission Expires: _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one

month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-5 Budget
Family Planning

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2019--June 30, 2020

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 180,706.20		$ 180,706.20	$ 111,176.20		$ 111,176.20	$ 69,530.00		$ 69,530.00
2. Employee Benefits	$ 13,825.02		$ 13,825.02	$ 8,504.98		$ 8,504.98	$ 5,320.05		$ 5,320.05
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00			$ -	$ 750.00		$ 750.00
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ 250.00		$ 250.00
Medical	$ 450.00		$ 450.00			$ -	$ 450.00		$ 450.00
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 364.00		$ 364.00	$ 250.00		$ 250.00
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00			$ -	$ 1,050.00		$ 1,050.00
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 750.00		$ 750.00	$ 250.00		$ 250.00
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ 300.00		$ 300.00
Other-Licenses	$ 250.00		$ 250.00			$ -	$ 250.00		$ 250.00
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 232,587.22	$ -	$ 232,587.22	$ 154,187.18	$ -	$ 154,187.18	$78,400	$ -	$78,400

Indirect As A Percent of Direct -

Contractor Initials DMW
Date 11/8/19

Exhibit B-6 Budget
Family Planning

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2020--June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 180,706.20		$ 180,706.20	$ 111,176.20		$ 111,176.20	$ 69,530.00		$ 69,530.00
2. Employee Benefits	$ 13,825.02		$ 13,825.02	$ 8,504.98		$ 8,504.98	$ 5,320.05		$ 5,320.05
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750.00		$ 750.00			$ -	$ 750.00		$ 750.00
Lab			$ -			$ -	$ -		$ -
Pharmacy	$ 500.00		$ 500.00	$ 250.00		$ 250.00	$ 250.00		$ 250.00
Medical	$ 450.00		$ 450.00			$ -	$ 450.00		$ 450.00
Office	$ 2,678.00		$ 2,678.00	$ 2,678.00		$ 2,678.00	$ -		$ -
6. Travel	$ 614.00		$ 614.00	$ 364.00		$ 364.00	$ 250.00		$ 250.00
7. Occupancy	$ 17,102.00		$ 17,102.00	$ 17,102.00		$ 17,102.00	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone	$ 2,685.00		$ 2,685.00	$ 2,685.00		$ 2,685.00	$ -		$ -
Postage	$ 628.00		$ 628.00	$ 628.00		$ 628.00	$ -		$ -
Subscriptions	$ 1,716.00		$ 1,716.00	$ 1,716.00		$ 1,716.00	$ -		$ -
Audit and Legal	$ 1,370.00		$ 1,370.00	$ 1,370.00		$ 1,370.00	$ -		$ -
Insurance	$ 6,566.00		$ 6,566.00	$ 6,566.00		$ 6,566.00	$ -		$ -
Board Expenses	$ 397.00		$ 397.00	$ 397.00		$ 397.00	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 1,050.00		$ 1,050.00			$ -	$ 1,050.00		$ 1,050.00
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 750.00		$ 750.00	$ 250.00		$ 250.00
12. Subcontracts/Agreements			$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300.00		$ 300.00			$ -	$ 300.00		$ 300.00
Other-Licenses	$ 250.00		$ 250.00			$ -	$ 250.00		$ 250.00
			$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 232,587.22	$ -	$ 232,587.22	$ 154,187.18	$ -	$ 154,187.18	$78,400	$ -	$78,400

Indirect As A Percent of Direct -

Contractor Initials DMW
Date 11/8/19

Exhibit B-7 Budget
TANF

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2019--June 30, 2020

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,612	$	$ 10,612	$	$	$ -	$ 10,612	$	$ 10,612
2. Employee Benefits	$ 888	$	$ 888	$	$	$ -	$ 888	$	$ 888
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Contractor Initials Dmd
Date 11/8/19

Exhibit B-8 Budget
Family Planning

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2020–June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,612	$	$ 10,612	$	$	$ -	$ 10,612	$	$ 10,612
2. Employee Benefits	$ 888	$	$ 888	$	$	$ -	$ 888		$ 888
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

EQUALITY HEALTH CENTER 11/8/19
{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

EQUALITY HEALTH CENTER

Sub-Recipient Authorizing Signature:

Dalia M Vidunas
DALIA M. VIDUNAS

Contractor Initials DMV
Date 11/8/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

Contractor Initials DMV

Date 11/8/19

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecc.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E) Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

EQUALITY HEALTH CENTER
Agency Name

Nov 8, 2019
Date

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NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME: EQUALITY HEALTH CENTER
WORKPLAN COMPLETED BY: DALIA M. VIDUNAS

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. 580 clients will be served
1b 244 clients <100% FPL will be served
1c. 435 clients <250% FPL will be served
1d. 92 clients <20 will be served
1e. 174 clients on Medicaid will be served
1f. 55 male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. 597 clients will be served
1b 251 clients <100% FPL will be served
1c. 488 clients <250% FPL will be served
1d. 95 clients <20 will be served
1e. 179 clients on Medicaid will be served
1f. 57 male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

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Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials SMV

Date 11/8/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials DM
Date 11/8/19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials Amw
Date 11/8/19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
EHR	
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Contractor Initials DMW
Date 11/8/19

Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials DMW
Date 11/8/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials Dmw
Date 11/8/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials bm
Date 11/8/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY).

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials Dm
Date 11/8/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials DMV
Date 11/8/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials DMW
Date 11/8/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials DM
Date 11/8/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials DM
Date 11/3/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials DM
Date 11/8/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:
1a. 597 clients will be served
1b. 251 clients < 100% FPL will be served
1c. 448 clients < 250% FPL will be served
1d. 95 clients < 20 years of age will be served
1e. 179 clients on Medicaid at their last visit will be served
1f. 57 male clients will be served

SFY Outcome	
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials DM
Date 11/8/19

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials DM

Date 11/8/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials DM

Date 11/8/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials DM

Date 11/8/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **740013**

Certificate Number: **0004591721**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of September A.D. 2019.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

Business Name : **Equality Health Center**

Business ID : **740013**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003249092	03/09/2016	03/09/2016	Trade Name Registration	N/A
0003266180	03/02/2016	03/02/2016	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status

Name History

Name	Name Type
No Name Changes found for this business.	

CERTIFICATE OF VOTE

(Corporation without Seal)

I, ELIZABETH CAMPBELL, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of EQUALITY HEALTH CENTER.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on MAY 15, 2019:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

FAMILY PLANNING services.

RESOLVED: That the DALIA M. VIDUNAS
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of NOVEMBER, 2019.
(Date Contract Signed)

4. DALIA M VIDUNAS is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Elizabeth Campbell
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 8th day of Nov, 2019,

By Elizabeth Campbell.
(Name of Clerk of the Corporation)

Cecile T. O'Keefe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

CECILE T. O'KEEFE, Notary Public
My Commission Expires July 10, 2024

NHWOMEN-01 MSNELL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	
INSURER B: First Community Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NH Women's Health Services Inc
DBA Equality Health Center
38 South Main Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liabili GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			SM929311	1/10/2019	1/10/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 3,000,000 $ 0 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC009863311	10/1/2019	10/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Policy
Insurance Company: Evanston Insurance Company
Policy Dates: 1/10/2019 to 1/10/2020
Limits of Liability:
$1,000,000 Each Claim
$3,000,000 Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: NHWOMEN-01 MSNELL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Davis & Towle Morrill & Everett, Inc.		NH Women's Health Services Inc DBA Equality Health Center 38 South Main Street Concord, NH 03301
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2019 to 9/6/2020
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

Employment Practices Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2019 to 9/6/2020
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

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Equality Health Center
Quality • Compassion • Respect

Mission Statement

Equality Health Center's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- We are a client-centered, not-for-profit, independent healthcare facility.
- We provide quality, evidence-based healthcare.
- We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- We respect the dignity of all individuals and act with compassion.
- We remain committed to reproductive freedom and social justice.
- We are committed to providing difficult to access healthcare, with expertise in abortion and LGBTQ care.
- We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- We provide medically accurate, comprehensive and respectful client and community education.
- We actively seek collaborations within our community to accomplish shared goals.
- We are committed to the training of future healthcare providers.
- We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.

CONCORD FEMINIST HEALTH CENTER dba EQUALITY HEALTH CENTER

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

CONCORD FEMINIST HEALTH CENTER dba
EQUALITY HEALTH CENTER

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Hennessey & Vallee, PLLC

Certified Public Accountants

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Trustees of
Concord Feminist Health Center
dba Equality Health Center
Concord, New Hampshire

Management is responsible for the accompanying financial statements of Equality Health Center (a nonprofit organization), which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed the compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Hennessey & Vallee, PLLC

Hennessey & Vallee, PLLC
Concord, New Hampshire

May 14, 2019

125 North State Street, Concord, NH 03301 • Telephone 603.225.0941 • Fax 603.218.6018
www.hvcpafirm.com

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2018 AND 2017

	2018	2017
ASSETS		
Current Assets		
Cash - operating	$ (803)	$ 8,392
Cash - savings	138,328	150,684
Cash - money market	1,084	29,542
Accounts receivable	59,028	88,376
Employee loan receivable	1,420	-
Grant receivable	44,114	13,240
Investments	124,664	57,065
Inventory	12,211	34,204
Prepaid expenses	7,424	10,868
Total current assets	387,470	392,371
Property and Equipment		
Land, building and improvements	372,635	323,391
Medical equipment	77,999	77,999
Office equipment	117,709	117,709
Office furniture	33,659	31,200
Signage/Logo	6,605	6,605
Total property and equipment	608,607	556,904
Less: accumulated depreciation	(407,821)	(390,485)
Property and equipment - net	200,786	166,419
TOTAL ASSETS	$ 588,256	$ 558,790
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	$ 11,875	$ 18,825
Accrued expenses	33,572	31,876
Total current liabilities	45,447	50,701
Net Assets		
Without donor restrictions	542,809	508,089
Total net assets	542,809	508,089
TOTAL LIABILITIES AND NET ASSETS	$ 588,256	$ 558,790

See Accompanying Notes and Accountants' Compilation Report.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
REVENUE AND SUPPORT		
Health care services	$ 578,789	$ 600,930
Contributions	61,634	56,806
Medical resident fees	7,200	4,500
Grants	189,267	142,667
Events	16,071	10,201
In-kind services	4,000	4,000
Other revenue	1,779	1,503
Total revenue and support without donor restrictions	858,740	820,607
EXPENSES		
Program expenses	712,722	636,236
Management and general	162,690	141,269
Fundraising	16,087	12,965
Total expenses	891,499	790,470
OTHER REVENUE AND EXPENSE		
Class action settlement	68,542	-
Investment income	3,874	2,082
Realized gain on investments	-	19,376
Unrealized (loss) gain on investments	(4,937)	(16,645)
Total other revenue and expense	67,479	4,813
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	34,720	34,950
NET ASSETS - Beginning of Year	508,089	473,139
NET ASSETS - End of Year	$ 542,809	$ 508,089

See Accompanying Notes and Accountants' Compilation Report.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 34,720	$ 34,950
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	17,336	13,648
Unrealized loss on investments	4,937	16,645
Realized gain on sale of investments	-	(19,376)
(Increase) decrease in assets		
Accounts and grants receivable	(1,526)	(45,847)
Employee loan receivable	(1,420)	-
Prepaid expenses	3,444	(1,051)
Inventory	21,993	(21,100)
Increase (decrease) in liabilities		
Accounts payable	(6,950)	3,528
Accrued expenses	1,696	1,903
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	74,230	(16,700)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	-	27,224
Purchase of investments	(72,536)	(23,572)
Purchase of property and equipment	(51,703)	(12,592)
NET CASH USED BY INVESTING ACTIVITIES	(124,239)	(8,940)
NET DECREASE IN CASH	(50,009)	(25,640)
CASH - Beginning Of Year	188,618	214,258
CASH - End of Year	$ 138,609	$ 188,618

See Accompanying Notes and Accountants' Compilation Report.

CONCORD FEMINIST HEALTH CENTER
dba EQUALITY HEALTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2018

(With comparative totals for the year ended December 31, 2017)

	Program Services	General and Administrative	Fund Raising	2018 Total	2017 Total
WAGES AND RELATED					
Salaries and wages	$ 411,561	$ 98,237	$ 7,239	$ 517,037	$ 464,138
Employee benefits	32,898	12,440	737	46,075	35,114
Payroll taxes	31,206	7,449	549	39,204	36,058
Total wages and related	475,665	118,126	8,525	602,316	535,310
OTHER EXPENSES					
Medical supplies	69,642	-	-	69,642	78,433
Professional fees	25,471	3,063	-	28,534	20,493
Medical practitioners	28,525	-	-	28,525	30,300
Advertising	21,030	335	4,376	25,741	15,209
Office supplies and expense	2,561	20,729	1,097	24,387	17,972
Meetings and events	21,366	-	-	21,366	9,708
Occupancy	15,715	4,024	382	20,121	21,740
Depreciation	13,540	3,467	329	17,336	13,648
Insurance	15,638	1,464	121	17,223	16,153
Telephone and internet	4,481	1,313	173	5,967	5,615
Equipment rental	2,592	2,808	-	5,400	3,784
Bank and credit card charges	-	4,850	-	4,850	4,094
In-kind services	4,000	-	-	4,000	4,000
Licensing and fees	3,813	-	-	3,813	3,650
Memberships	2,585	517	345	3,447	2,591
Printing and copying	1,804	984	492	3,280	3,165
Repairs and maintenance	1,489	382	38	1,909	1,129
Postage and shipping	559	628	209	1,396	2,003
Travel	1,364	-	-	1,364	-
Staff development	882	-	-	882	1,473
Total other expenses	237,057	44,564	7,562	289,183	255,160
TOTAL EXPENSES - 2018	$ 712,722	$ 162,690	$ 16,087	$ 891,499	
TOTAL EXPENSES - 2017	$ 636,236	$ 141,269	$ 12,965		$ 790,470

See Accompanying Notes and Accountants' Compilation Report.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Concord Feminist Health Center (the Organization) was organized in New Hampshire as a non-stock, non-profit corporation in 1974. The Organization operates as the Equality Health Center and provides reproductive health, LGBTQ, and behavioral health services as well as advocacy and educational outreach.

In 2018 and 2017, over 2,000 clients were provided with a variety of reproductive care and other 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, LGBTQ 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

The Organization presents its financial statements according to generally accepted accounting principles for not-for-profit organizations and classifies its revenues and net assets in accordance with donor imposed restrictions. The Organization's net assets are presented as follows:

> Net assets without donor restrictions – Includes both undesignated and designated net assets, which are revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.
>
> Net assets with donor restrictions – Includes gifts and pledges for which time and donor-imposed restrictions have not yet been made. At December 31, 2018 and 2017, the Organization had no net assets with donor restrictions.

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, 2018 and 2017, 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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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 $17,336 and $13,648 for the years ended December 31, 2018 and 2017, 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 $20,369 and $12,225 at December 31, 2018 and 2017, respectively.

Revenue Recognition
Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence or nature of any donor restrictions. Support that is not restricted by the donor is reported as an increase in net assets without donor restrictions. The Organization has not received any support that would be classified as net assets with donor restrictions. 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 Organization receives a significant amount of donated services from unpaid volunteers as Board of Directors Members and others who assist in special projects including escorting/greeting patients and fund-raising. These volunteers provide more than a thousand hours of service each year. These services, while critical to the success of the Organization, 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, 2018 and 2017. This is recognized in the financials as In-kind donations.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising
The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2018 and 2017 were $25,741 and $15,209.

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.

Reclassifications
Certain amounts in the 2017 financial statements have been reclassified in order to conform to the 2018 presentation with no effect on previously reported changes in net assets.

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 2015.

NOTE 2 LIQUIDITY AND AVAILABITY OF FINANCIAL ASSETS

The Organization has $347,299 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures, consisting of cash of $138,609, accounts and grants receivable of $104,562 and investments of $124,664. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 3 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 4 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 5 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 6 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 and the line had no outstanding balance at December 31, 2018 and 2017.

NOTE 7 SUBSEQUENT EVENTS

The Organization has evaluated events through May 14, 2019, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

EHC Equality Health Center
Quality • Compassion • Respect

Board of Directors
August 2019

Chair:
Nicole Bates, MSW
Term exp: May 2020

Vice Chair:
Debra Petrick, RN, BSN
Term exp: May2020

Treasurer:
Elizabeth (Liz) Campbell
Term exp: May 2021

Secretary:
Gayle Spelman, PA
Term exp: May 2021

Deborah Gerber, M.Ed
Term exp: May 2021

Rick LaPage, APRN
Term exp: May 2021

John Malmberg, JD
Term exp: May 2021

Alzora (Zoe) O'Neil
Term exp: May 2022

Jess I. Place
Term exp: May 2020

Jess Wojenski
Term exp: May 2022

Rachel Leigh Allen

Education

Columbia University School of Nursing, New York, NY
MSN October 2014
Women's Health Nurse Practitioner
GPA: 3.76

Columbia University School of Nursing, New York, NY
BSN May 2013
GPA: 3.95
Sigma Theta Tau International, Student Representative to the Dean

Skidmore College, Saratoga Springs, NY
BA Biology May 2012
GPA: 3.97
Phi Beta Kappa
Highest honors in biology, *summa cum laude*

Clinical Experience

Manchester Obstetrical and Gynecological Associates Manchester, NH Oct 2014-present

Women's Health Nurse Practitioner: Full time NP at busy and diverse OB/GYN practice. Care includes routine and acute gynecology, prenatal and postpartum care, infertility, family planning and medical abortion services. Skills: IUD insertion and removal, nexplanon insertion and removal, sonohysterogram, endometrial biopsy, vulva biopsy, IUI.

Student NP Clinical Experience

Choices Women's Medical Center Jamaica, NY Jan-Jul 2014 **280 clinical hours**

Intern, GYN department: Worked independently under the clinical guidance of Physician Assistant preceptor. Care provided included well-woman gynecology, contraceptive counseling STI testing and treatment, medication abortion, surgical abortion follow-up care, contraceptive counseling, colposcopy, IUC insertion and removal, Nexplanon removal, and prenatal care. 20-40 patient visits per day.

Planned Parenthood New York, NY Sept-Dec 2013 **135 clinical hours**

Student Nurse Practitioner: Worked one-on-one with preceptor to provide sexual and reproductive health care to females and males. Included well-woman gynecology, pregnancy testing and options counseling, STI testing and treatment, medication abortion, and surgical abortion follow-up care.

Licenses and Certifications

- Women's Health Nurse Practitioner- Board Certified, State of New Hampshire
- Registered Professional Nurse State of New Hampshire
- CPR/AED for Health Care Providers. American Heart Association
- Doulas of North America (DONA) Doula Training, June 2008.

Memberships and Associations

- National Abortion Federation, Clinicians for Choice- Member, 2013
- Nursing Students for Choice- Columbia University Chapter founding member
- Phi Beta Kappa
- Sigma Theta Tau International

Work History

Private nurse. Manhattan, New York. December 2013.
Provided in-home care to one terminally ill patient as part of a 24-hour nursing team. Aided in planning and carrying out transition to hospice service and end of life care.

Skidmore College Department of Biology. Saratoga Springs, NY. September 2010-May 2012.
Served as an academic tutor in evolution, ecology, and genetics courses. Held bi-weekly open tutoring hours and coordinated and assisted in laboratory courses.

Rosaly's Farm, Peterborough, NH. May-October 2011.
Harvested, prepared and sold organic fruits, vegetables and flowers to local residents and businesses. Independently managed weekend field work.

Seana Cullinan Gardens and Landscapes. Peterborough, NH. March 2007-September 2010
Forewoman and on-site manager of a busy landscape firm aimed at creating and maintaining ecologically sound outdoor spaces for private residences and businesses. Strong knowledge of organic gardening and native flora and fauna was used in all projects. Hired and trained field crew, coordinated transit and assisted in design plans while maintaining relationships with clients on site.

Volunteer Experience

Sexual and Reproductive Health Educator New York, NY October 2013-May 2014
Developed and taught an 8-week comprehensive sexual and reproductive health curriculum for 8th grade females at Tomkins Square Middle School. Assisted with male class curriculum and guest lectures.

PERSIST Health Project New York, NY. September 2012-May 2013.
Project intern for PERSIST Health group, an organization aimed at providing health education and resources to people working in the sex trade in New York City. Responsibilities included coordinating focus groups with community members, note taking, and outreach research.

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

Versatile, result oriented administrator with experience in developing and implementing programs, training, quality management, troubleshooting, negotiations, and people management skills.

- Experienced in working with diverse organizations and bringing them together to one table
- Demonstrated proficiency in managing simultaneous projects
- Vast experience in training and public speaking, including national level conferences
- Developed and implemented statewide policies and procedures pertaining to domestic violence, substance abuse, child abuse/neglect and sexual assault

PROFESSIONAL EXPERIENCE

Executive Director **2010 – present**
Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care, LGBTQ+ services and social justice for the clients served. Responsible for overhauling medical practice, streamline operations, expand services provided, 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. Developed LGBTQ+ and behavioral health programs.

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 including NH's ServiceLink program. 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, Writing in Plain Language, Total Quality Management - Train the Trainers, Dual Diagnosis and Treatment, Disease Management and Substance Abuse, Domestic & Sexual Violence Training, Medicare Health Insurance Counseling, Education and Assistance Services (HICEAS) Volunteer Training, Court Appointed Special Advocate (CASA) Volunteer Training

PROFESSIONAL ORGANIZATIONS

- 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.

Lisa Hall

Employment:
1995 to the present: Equality Health Center (formerly Concord Feminist Health Center), 38 S. Main St. Concord, NH 03301
Title: Medical Services Coordinator

Direct Client Care Responsibilities

- Phones/Appt. making
- Health education counseling
- Reviewing and documenting medical histories for the providers
- Limited OB Ultrasound for gestational dating
- Assisting the medical providers with medical procedures
- Sterilizing medical instruments
- Miscellaneous medical /office duties-filing, confirming appointments, verifying insurance
- Talking to clients lacking funds to pay for their appointments and discuss their options with them and problem-solve ways to get fee together.

Medical Trends and Services

- Program Development: Encourage, establish, and work to implement new and existing models of care
- Promoting teamwork with providers and employees that encourage and exemplify client-centered care

Medical Supplies Ordering

- Responsible for inventory and ordering of all medications and medical supplies necessary to run the medical office.
- Researching Vendors to ensure we are getting the best prices possible.
- Communicating with Finance Coordinator regularly regarding inventory and Ordering Budget to ensure that spending is in line with the set budget

Maintaining of Lab reports and Lab Log

- Ensure that all ordered lab tests are documented appropriately
- Obtain and File lab reports in the client's chart and bring to the attention of the ordering provider in a timely manner
- Follow up with practitioner or client as needed
- Discuss lab quality assurance issues with staff as needed

Training Coordinator

- Consult with pertinent staff to know what trainings need to occur
- Orientation of new staff to the organization.
- Work with Executive Director to ensure all necessary paperwork for new employees is in compliance with state regulations and office policies
- Help organize and maintain Personnel Files/training schedules
- On-going training support to staff
- Address training weaknesses/areas needing improvement
- Do 3 month Evaluations for all new hires
- Oversee Rapid HIV Testing Program

Medical Hiring Coordinator

- Keeping track of hiring needs by communicating with pertinent staff
- Advertising for Positions as needed
- Weed/Cull through Applicants with Hiring Committee
- Initial Phone/email contact with promising candidates to find closest CFHC matches
- Arranging Interviewing schedule
- Interviewing of candidates
- Part of group that decides who should be hired
- Reference checks of applicants

Outreach and Education

- Sexual Education presentations to community youth and to school educators
- Health Fair presenter at local community colleges
- Developing health education materials for website

Equality Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Allen	WHNP, MSN	Approx. $70,270	Approx. 49%	Approx. $34,451
Dalia Vidunas	Executive Director	$72,000	0	0
Lisa Hall	Medical Services Coordinator	$47,133	0	0

A mar

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177528-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Equality Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 38 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $359,600.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Name: Lisa Morris
Title: Director

Equality Health Center

May 30, 2019
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 5/30/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. only Dalia's M. Vidunas signature

Signature of Notary Public or Justice of the Peace

Notary
Name and Title of Notary or Justice of the Peace

SOUAD F. DERAOUI
Notary Public - New Hampshire
My Commission Expires September 21, 2021

My Commission Expires: Sept 21-2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met:

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecos.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or termination

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
   a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:

- Prenatal care and delivery
- Infant care, foster care, or adoption
- Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen

- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high-risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.

- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.

- American Cancer Society. http://www.cancer.org/.

- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.

- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.

- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.

- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015.. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.

- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.

- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm

- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299

- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

_____ _____

Agency Name Date

Attachment C, Amendment #1

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Attachment C, Amendment #1

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Attachment C, Amendment #1

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	SFY 21 Outcome: ____ Numerator: ____ Denominator: ____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective Met

_____ Target/Objective Not Met

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

- **Denominator:** The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 FAIN# FPHPA016248 69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $179,800
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Dalia M Vidunas		1.12 Name and Title of Contractor Signatory DALIA M. VIDUNAS EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of Merrimack

On 10/09/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Cecile T O'Keefe

1.13.2 Name and Title of Notary or Justice of the Peace

CECILE T. O'KEEFE, Notary Public
My Commission Expires March 26, 2019

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price; method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DMW
Date 10/9/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials DM
Date 10/9/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date 10/9/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials DM

Date 12/9/17

Exhibit B-1 BUDGET

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2017–June 30, 2018

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 52,620	$	$ 52,620	$	$	$ -	$ 52,620	$	$ 52,620
2. Employee Benefits	$ 8,885	$	$ 8,885	$	$	$ -	$ 8,885	$	$ 8,885
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental		$	$ -		$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$ 500	$	$ 500	$	$	$ -	$ 500	$	$ 500
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$ 2,250	$	$ 2,250	$	$	$ -	$ 2,250	$	$ 2,250
Lab	$	$	$ [illegible]	$	$	$ -	$	$	$ -
Pharmacy	$ 562	$	$ 562	$	$	$ -	$ 562	$	$ 562
Medical	$ 552	$	$ 552	$	$	$ -	$ 552	$	$ 552
Office	$ 900	$	$ 900	$ 900	$	$ 900	$	$	$ -
6. Travel	$ 480	$	$ 480	$ 240	$	$ 240	$ 240	$	$ 240
7. Occupancy	$ 5,500	$	$ 5,500	$ 5,500	$	$ 5,500	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$ 1,020	$	$ 1,020	$ 1,020	$	$ 1,020	$	$	$ -
Postage	$ 360	$	$ 360	$	$	$ -	$ 360	$	$ 360
Subscriptions	$ 447	$	$ 447	$	$	$ -	$ 447	$	$ 447
Audit and Legal	$ 1,000	$	$ 1,000	$ 1,000	$	$ 1,000	$	$	$ -
Insurance	$ 3,050	$	$ 3,050	$	$	$ -	$ 3,050	$	$ 3,050
Board Expenses	$ 240	$	$ 240	$ 240	$	$ 240	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$ 5,600	$	$ 5,600	$	$	$ -	$ 5,600	$	$ 5,600
11. Staff Education and Training	$ 2,400	$	$ 2,400	$	$	$ -	$ 2,400	$	$ 2,400
12. Subcontracts/Agreements		$	-	$	$	-	$	$	$ -
13. Other-Translation Services	594	$	594		$	-	594	$	$ 594
Other-Licenses	340	$	340	$	$	-	340	$	$ 340
		$	-	$	$	-		$	$ -
		$	-	$	$	-		$	$ -
Total	$ 87,300	$ -	$ 87,300	$ 8,900	$ -	$ 8,900	$ 78,400	$ -	$ 78,400

Indirect As A Percent of Direct 0

Initials DMW

Date 10/9/17

Exhibit B-2 BUDGET

TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-OPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2017–June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,660	$	$ 10,660	$	$	$ -	$ 10,660	$	$ 10,660
2. Employee Benefits	$ 840	$	$ 840	$	$	$ -	$ 840	$	$ 840
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Initials DMM

Date 10/9/17

Exhibit B-3 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2018--June 30, 2019

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 52,236	$	$ 52,236	$	$	$ -	$ 52,236	$	$ 52,236
2. Employee Benefits	$ 9,369	$	$ 9,369	$	$	$ -	$ 9,369	$	$ 9,369
3. Consultants	$	$	$ -	$ -	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental		$	$ -		$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$ 650	$	$ 650	$	$	$ -	$ 650	$	$ 650
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$ 2,000	$	$ 2,000	$	$	$ -	$ 2,000	$	$ 2,000
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$ 562	$	$ 562	$	$	$ -	$ 562	$	$ 562
Medical	$ 552	$	$ 552	$	$	$ -	$ 552	$	$ 552
Office	$ 900	$	$ 900	$ 900	$	$ 900	$	$	$ -
6. Travel	$ 480	$	$ 480	$ 240	$	$ 240	$ 240	$	$ 240
7. Occupancy	$ 5,500	$	$ 5,500	$ 5,500	$	$ 5,500	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$ 1,020	$	$ 1,020	$ 1,020	$	$ 1,020	$	$	$ -
Postage	$ 360	$	$ 360	$	$	$ -	$ 360	$	$ 360
Subscriptions	$ 447	$	$ 447	$	$	$ -	$ 447	$	$ 447
Audit and Legal	$ 1,000	$	$ 1,000	$ 1,000	$	$ 1,000	$	$	$ -
Insurance	$ 3,050	$	$ 3,050	$	$	$ -	$ 3,050	$	$ 3,050
Board Expenses	$ 240	$	$ 240	$ 240	$	$ 240		$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$ 5,600	$	$ 5,600	$	$	$ -	$ 5,600	$	$ 5,600
11. Staff Education and Training	$ 2,400	$	$ 2,400	$	$	$ -	$ 2,400	$	$ 2,400
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$ 594	$	$ 594		$	$ -	$ 594	$	$ 594
Other-Licenses	$ 340	$	$ 340	$	$	$ -	$ 340	$	$ 340
		$	$ -	$	$	$ -		$	$ -
		$	$ -	$	$	$ -		$	$ -
Total	$ 87,300	$ -	$ 87,300	$ 8,900	$ -	$ 8,900	$ 78,400	$ -	$ 78,400

Indirect As A Percent of Direct 0

Initials DMM

Date 12/9/17

Exhibit B-4 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2018--June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 10,920	$	$ 10,920	$	$	$ -	$ 10,920	$	$ 10,920
2. Employee Benefits	$ 580	$	$ 580	$	$	$ -	$ 580	$	$ 580
3. Consultants	$	$	$ -	$	$	$ -	$	$	$ -
4. Equipment:	$	$	$ -	$	$	$ -	$	$	$ -
Rental	$	$	$ -	$	$	$ -	$	$	$ -
Repair and Maintenance	$	$	$ -	$	$	$ -	$	$	$ -
Purchase/Depreciation	$	$	$ -	$	$	$ -	$	$	$ -
5. Supplies:	$	$	$ -	$	$	$ -	$	$	$ -
Educational	$	$	$ -	$	$	$ -	$	$	$ -
Lab	$	$	$ -	$	$	$ -	$	$	$ -
Pharmacy	$	$	$ -	$	$	$ -	$	$	$ -
Medical	$	$	$ -	$	$	$ -	$	$	$ -
Office	$	$	$ -	$	$	$ -	$	$	$ -
6. Travel	$	$	$ -	$	$	$ -	$	$	$ -
7. Occupancy	$	$	$ -	$	$	$ -	$	$	$ -
8. Current Expenses	$	$	$ -	$	$	$ -	$	$	$ -
Telephone	$	$	$ -	$	$	$ -	$	$	$ -
Postage	$	$	$ -	$	$	$ -	$	$	$ -
Subscriptions	$	$	$ -	$	$	$ -	$	$	$ -
Audit and Legal	$	$	$ -	$	$	$ -	$	$	$ -
Insurance	$	$	$ -	$	$	$ -	$	$	$ -
Board Expenses	$	$	$ -	$	$	$ -	$	$	$ -
9. Software	$	$	$ -	$	$	$ -	$	$	$ -
10. Marketing/Communications	$	$	$ -	$	$	$ -	$	$	$ -
11. Staff Education and Training	$	$	$ -	$	$	$ -	$	$	$ -
12. Subcontracts/Agreements	$	$	$ -	$	$	$ -	$	$	$ -
13. Other-Translation Services	$	$	$ -	$	$	$ -	$	$	$ -
Other-Licenses	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
	$	$	$ -	$	$	$ -	$	$	$ -
Total	$ 11,500	$ -	$ 11,500	$	$ -	$ -	$ 11,500	$ -	$ 11,500

Indirect As A Percent of Direct 0

Initials DAW

Date 10/9/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/9/17
Date

Dalia M. Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/9/17
Date

Name: DALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DM
Date 10/9/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 10/9/17

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/9/17
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/9/17
Date

Dalia Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	EQUALITY HEALTH CENTER
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	DALIA M. VIDUNAS
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/9/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/9/17
Date

Name: DALIA M VIDUNAS
Title: EXECUTIVE DIRECTOR

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 01-234-3067

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/4/19
Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

12/04/2019
Date

Name: LISA A LEACH
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/4/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Amy Katherine Bauer
Signature of Notary Public or Justice of the Peace

AMY KATHERINE BAUER ★ STATE OF NEW HAMPSHIRE ★ NOTARY PUBLIC

Amy Katherine Bauer, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/2023

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

12/04/2019
Date

Name: LISA A. LEACH
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/4/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Amy Katherine Bauer
Signature of Notary Public or Justice of the Peace

AMY KATHERINE BAUER ★ STATE OF NEW HAMPSHIRE ★ NOTARY PUBLIC

Amy Katherine Bauer, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred and fifty (450) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one

month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-5 Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 118,795.00	$ 9,739.60	$ 128,534.60	$ 40,404.00	$ 9,739.60	$ 50,143.60	$ 78,391.00	$ -	$ 78,391.00
2. Employee Benefits	$ 24,899.10	$ 1,753.13	$ 26,652.23	$ 10,789.10	$ 1,753.13	$ 12,542.23	$ 14,110.00	$ -	$ 14,110.00
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ 2,542.00	$ -	$ 2,542.00	$ 958.00	$ -	$ 958.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,258.34	$ -	$ 2,258.34	$ 2,258.34	$ -	$ 2,258.34	$ -	$ -	$ -
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 8,511.00	$ -	$ 8,511.00	$ 6,488.00	$ -	$ 6,489.00
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	$ -
Postage	$ 100.00		$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 6,266.67	$ 6,266.67	$ -	$ -	$ -
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	$ -
9. Software		$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 191,202.44	$ 32,511.73	$ 223,714.17	$ 91,254.44	$ 32,511.73	$ 123,766.17	$ 99,948.00	$ -	$ 99,948.00

Indirect As A Percent of Direct %

$ -

Contractor Initials LAL
Date 10/30/19

Exhibit B-6 Amendment #2 Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 118,785.00	$ 9,739.60	$ 128,534.60	$ 40,404.00	$ 9,739.60	$ 50,143.60	$ 78,391.00	$ -	$ 78,391.00
2. Employee Benefits	$ 24,899.10	$ 1,753.13	$ 26,652.23	$ 10,789.10	$ 1,753.13	$ 12,542.23	$ 14,110.00	$ -	$ 14,110.00
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ 2,542.00	$ -	$ 2,542.00	$ 958.00	$ -	$ 958.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,258.34	$ -	$ 2,258.34	$ 2,258.34	$ -	$ 2,258.34	$ -	$ -	$ -
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 8,511.00	$ -	$ 8,511.00	$ 6,489.00	$ -	$ 6,489.00
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	$ -
Postage	$ 100.00		$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 6,266.67	$ 6,266.67	$ -	$ -	$ -
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	$ -
9. Software		$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 191,202.44	$ 32,511.73	$ 223,714.17	$ 191,254.44	$ 32,511.73	$ 123,766.17	$ 99,948.00	$ -	$ 99,948.00

Indirect As A Percent of Direct

Contractor Initials LAL
Date 10/30/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 112,000.00	$ 9,880.00	$ 121,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 8,500.00	$ -	$ 8,500.00
2. Employee Benefits	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
11. Staff Education and Training		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 115,000.00	$ 9,880.00	$ 124,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

LAL
10/30/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 112,000.00	$ 9,880.00	$ 121,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 8,500.00	$ -	$ 8,500.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 115,000.00	$ 9,880.00	$ 124,880.00	$ 103,500.00	$ 9,880.00	$ 113,380.00	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

LAL
10/30/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

Joan G. Lovering Health Center 10/30/2019
{Insert Sub-Recipient Name} agrees to follow these guidelines effective {Insert Date} as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center

Sub-Recipient Authorizing Signature:

_____

Contractor Initials LR
Date 10/30/2019

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women $\geq$ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecc.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1; Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

Contractor Initials LAL

Date 10/30/2019

- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Contractor Initials LAL
Date 10/30/19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

Agency Name

10/30/2019

Date

Contractor Initials LAL

Date 10/30/2019

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Contractor Initials LAL
Date 10/30/2019

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Contractor Initials LAC
Date 10/30/2019

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials LA
Date 10/30/2019

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials LR
Date 10/30/2019

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials LPL
Date 10/30/2019

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials LA
Date 10/30/2019

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR Transitions of Care template documentation Access to local Hospital data	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

Contractor Initials LAL
Date 10/30/2019

Agency Name: [redacted] **Name of Person Completing Work Plan:** [redacted]

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
[redacted]	[redacted]
	EVALUATION ACTIVITIES
	[redacted]

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**

Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials LRL
Date 10/30/2019

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials LPL
Date 10/30/2019

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

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SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials LR
Date 10/30/2019

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials LAG
Date 10/30/2019

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
○	○
	EVALUATION ACTIVITIES
	○

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LAC
Date 10/30/2019

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials LAC
Date 10/30/2019

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES
	▷

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
▷	▷
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LAC
Date 10/30/2019

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

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Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials LAL
Date 10/30/2019

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SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials LAC
Date 10/30/2019

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials UAL
Date 10/30/2019

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials LPL
Date 10/30/2019

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Name/Title (Please Type Name/Title)	Signature	Date
Kristin McCullough, RN	Kristin McCullough	10/30/19
Vicky Nast, APRN	V Nast, APRN	10/30/19
Joyce Capiello, APRN	[illegible]	10/30/19
Brigit Orduay	[illegible]	10/30/19
Lisa Leach, ED	Lisa Leach	10/31/19
Emily Amarosa MD		

Contractor Initials LAL

Date 10/30/2019

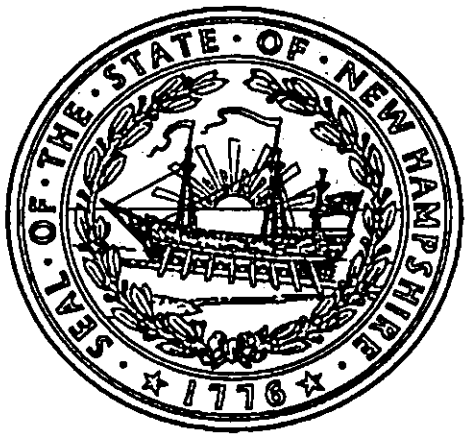
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **641092**

Certificate Number: **0004526669**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, MICHAEL MURPHY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Feminist Health Center of Portsmouth, Inc. dba Joan G. Lovering 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 9 2019
(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 October, 2019.
(Date Contract Signed)

4. Lisa Leach is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of Nov, 2019,

By Michael J. Murphy.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 7-19-22

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cross Insurance-Wakefield
401 Edgewater Place Suite 220
Wakefield MA 01880

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): (781) 914-1000 FAX (A/C, No): (781) 224-5777
E-MAIL ADDRESS: aharding@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Mutual Fire Ins Co	25860
INSURER B: Selective Insurance Co. of America	12572
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Feminist Health Ctr of Portsmouth DBA Joan G Lovering
Health Center
PO BOX 456
Greenland NH 03840-0456

COVERAGES CERTIFICATE NUMBER: CL1932181554 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOP0167291	11/01/2019	11/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Data Compromise	$ 100,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BOP0167291	11/01/2019	11/01/2020	~~COMBINED SINGLE LIMIT~~ (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7929137	01/24/2019	01/24/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DHHS, State of NH
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LOVERING
HEALTH CENTER
Sexual Health, Choice & You

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.

DRAFT

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Financial Statements
For the Year Ended December 31, 2018

DRAFT

ST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

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DRAFT

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

Management is responsible for the accompanying financial statements of Feminist Health Center of Portsmouth, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

Hampton, New Hampshire
June 28, 2019

DRAFT

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2018

ASSETS

CURRENT ASSETS	
Cash	$140,817
Accounts receivable	9,085
Prepaid expenses	860
Total current assets	150,762
PROPERTY AND EQUIPMENT, NET	405,099
OTHER ASSETS	
Closing costs	2,149
TOTAL ASSETS	$558,010

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 3,573
Mortgage's payable	7,899
Line of credit	9,515
Total current liabilities	20,987
LONG-TERM LIABILITIES	
Mortgage's payable, less current portion	122,444
Total liabilities	143,431
NET ASSETS	
Without donor restrictions	391,095
With donor restrictions	23,484
Total net assets	414,579
TOTAL LIABILITIES AND NET ASSETS	$558,010

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Activities
As at December 31, 2018

DRAFT

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
SUPPORT AND REVENUE			
Services provided	$208,577		$208,577
Medical supplies	66,006		66,006
Grants	139,377	$23,484	162,861
Donations	94,524		94,524
Fundraising	47,208		47,208
Insurance Settlement	62,681		62,681
Interest income	51		51
Total support and revenue	618,424	23,484	641,908
EXPENSES			
Program expenses			
Salaries and wages	291,847		291,847
Physician fees	20,390		20,390
Clinical services	3,125		3,125
Payroll taxes	21,937		21,937
Depreciation & Amortization	27,023		27,023
Utilities	9,144		9,144
Repairs and maintenance	5,418		5,418
Telephone	4,765		4,765
Office supplies and postage	5,858		5,858
Medical supplies	21,369		21,369
Contraceptive supplies	31,997		31,997
Insurance	16,370		16,370
Printing	1,173		1,173
Bookkeeping fees	504		504
Payroll processing fees	3,925		3,925
Consulting fees	6,000		6,000
Outside services	1,609		1,609
Employee benefits	31,185		31,185
Marketing	4,076		4,076
Auxiliary services	14,551		14,551
Staff development	8,151		8,151
Credit card fees	7,112		7,112
Memberships/subscriptions	2,358		2,358
Interest expense	2,593		2,593
Lab expense	6,398		6,398
Equipment expense and repair	4,585		4,585
Fundraising expense	10,519		10,519
Grant expense	146		146
Regulatory fees	1,954		1,954
Bank charges	167		167
Travel	121		121
Total expenses	566,370	0	566,370
Change in net assets	52,054	23,484	75,538
NET ASSETS, BEGINNING OF YEAR	339,041	0	339,041
NET ASSETS, END OF YEAR	$391,095	$23,484	$414,579

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2018

DRAFT

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 75,538
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	27,023
Accounts receivable	14,061
Prepaid expenses	1,939
Accounts payable	-23,239
NET CASH PROVIDED BY OPERATING ACTIVITIES	95,322
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of fixed assets	-810
NET CASH USED BY INVESTING ACTIVITIES	-810
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage's payable, net	-13,260
Payments on line of credit, net	-985
NET CASH USED BY FINANCING ACTIVITIES	-14,245
NET INCREASE IN CASH	80,267
CASH AT BEGINNING OF YEAR	60,550
CASH AT END OF YEAR	$140,817

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

Feminist Health Center of Portsmouth, Inc. provides services to women and men of all ages at their facility in Greenland, New Hampshire. The Organization offers a safe, supportive and nonjudgmental environment with access to pregnancy counseling and testing, contraception and abortion services, STD counseling and testing, as well as annual checkups, menopause care, outreach clinics and health education. Their holistic philosophy is grounded in respect, compassion and commitment to medical excellence and choice. Founded in 1908 as "The Feminist Health Center of Portsmouth", we changed our name in 2011 to the "Joan G. Lovering Health Center" in honor of Joan G. Lovering, a New Hampshire pioneer for reproductive rights, and one of our founders. During 2013 the Health Center launched a capital campaign to raise funds for a facility addition and updating and new equipment.

Income Taxes

The Organization is a New Hampshire nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes, and as such, no tax provisions have been made in the accompanying financial statements.

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2018, 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 2016, 2017 and 2018 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned.

Contributed Services

During the year ended December 31, 2018, 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

DRAFT

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 $26,865.

Recent Accounting Standard Adopted

In August 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-14, Not-for-Profit Entities (Topic 958) Presentation of Financial Statements of Not-for Profit Entities. ASU 2016-14 requires not-for-profits to present on the face of the statement of financial position amounts for two classes of net assets at the end of the period.

ASU 2016-014 is effective for the fiscal years beginning after December 15, 2017, and interim periods within fiscal years, beginning after December 15, 2018.

Financial Statement Presentation

Feminist Health Center of Portsmouth, Inc. presents its financial statements in accordance with the Financial Accounting Standards Board (FASB) in its Statement of Financial Accounting Standards, *Financial Statements of Not-for-Profit Organizations.* Accordingly, the Organization reports information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

- Without donor restricted net assets represent net assets that are not subject to donor-imposed stipulations.
- With donor restricted net assets represent contributions and grants for which donor/grantor-imposed restrictions have not been met and for which the ultimate purpose of the proceeds is not permanently restricted or represent contributions and grants for which donor/grantor restrictions require that the corpus be invested in perpetuity and only the income be made available for program operations, in accordance with donor restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	$ 45,480
Building	161,422
Building improvements	215,460
Medical equipment	101,437
Office equipment	44,813
Furniture and fixtures	24,172
New building addition	356,301
	949,085
Less Accumulated depreciation	543,986
	$405,099

NOTE 3 MORTGAGE PAYABLE

a) Mortgage payable, $88,242, ($3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.

b) Mortgage payable, $42,101, ($4,000 due within one year) represents a mortgage due Optima Bank with a rate of 4.50%.

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NOTE 4 LINE OF CREDIT

Line of credit, $9,515, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 INTEREST EXPENSE

The Organization paid $2,593 in interest expense during the year ended December 31, 2018. No interest was capitalized during the year.

NOTE 6 COMPENSATED ABSENCES

Compensated absences amount cannot be reasonably estimated as of December 31, 2018.

NOTE 7 LIQUIDITY

The following reflects the Organization's financial assets as of December 31, 2018, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date.

Financial assets	$140,817
Less those unavailable for general expenditures within one year, due to:	
Contractual or Donor imposed restrictions	
Restricted by Donor with purpose or donor restrictions	-23,484
Financial assets available to meet cash needs for general Expenditures within one year	$117,333

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through June 28, 2019, 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 Listing

Position	Member Name
Chair	Mary Toumpas
Vice Chair	Caitlin Delaney
Secretary	R. Will Lusenhop, M.S.W., Ph.D., Licsw
Treasurer	Michael Murphy, CPA
Member	Katherine Robart Bal
Member	Christie Davis
Member	Peggy Lamb
Member	Eleanor Mackenzie
Member	Cynthia Bear

LISA LEACH

PROFESSIONAL SUMMARY

Driven healthcare administrator with 10 years' experience in operations management combined with 11 years' experience as a certified nuclear medicine technologist seeking to leverage expertise to take next career step. Accomplished in designing and actualizing strategies to improve organizational performance, revenue generation and profitability, and teamwork. Demonstrated leadership skills that align objectives and guide teams towards the achievement of organizational goals and the continued delivery of high quality healthcare services.

SKILLS

Operations Management
Program Development
Lean Six Sigma and Lean Project Management
Complex Statistical Analysis
Performance Optimization
Quality Assurance
Budget Administration
Staff Development and Mentorship

WORK HISTORY

YORK HOSPITAL

Practice Manager | York, Maine | July 2017 - Current

- Manages the daily operations of OBGYN and Pediatrics physician practices. Includes physicians, advance practice providers, and support staff in multiple practice locations.
- Oversees the budgeting process for the practices to plan for capital needs, practice development, and growth opportunities.
- Provides monthly financial reporting and data analysis for the practices.
- Oversees regulatory compliance and local organizational policies and procedures.

HCA PHYSICIAN SERVICES

Area Practice Manager | Portsmouth, New Hampshire | June 2014 - October 2016

- Direct daily activitieswithin various physician practices; manage net revenues up to $5M.
- Plan, develop, and execute strategies to achieve operational, financial, and organizational goals.
- Complete needs-based assessments to identify opportunities for growth, enhance work flows, cut costs, improve practice positioning, and penetrate new service markets.
- Maintain community outreach and public relations programs to strengthen relationships with the public.
- Leverage Lean Six Sigma expertise to improve organizational performance and bridge gaps between management and operations; propose solutions to managing leadership to improve practice operations.

WENTWORTH-DOUGLASS HOSPITAL

Multi-Modality Supervisor | Dover, NH | July 2005 - October 2013

- Provided leadership to healthcare professionals across 3 hospital locations.
- Established strategy and business plans for ultrasound, nuclear medicine, and PET/CT modalities within the Imaging Services Department.
- Devised, actualized, and oversaw Lean Six Sigma and Lean projects to increase exam metrics and revenue.
- Drove patient satisfaction benchmarks by motivating and mentoring staff, providing education and transparency, and heading stakeholder analysis.
- Eliminated non-patient care overtime hours, adjusted hours of operation to match patient demand, controlling inventory and purchasing, and designing cross-training initiatives to cut expenses.
- Successfully partnered with human resource professionals to align objectives and achieve business plan goals while enhancing productivity and performance.

PORTSMOUTH REGIONAL HOSPITAL

Nuclear Medicine Technologist | Portsmouth, NH | July 2001 - July 2005

- Prepared, administered, and measured radioactive isotopes to produce diagnostic scans and images to diagnose and treat diseases.
- Designed and instituted new processes and standards for outpatient and inpatient diagnostic exams to achieve and exceed department goals.
- Trained, mentored, and precepted new employees on procedures, best practices, and hospital policies.
- Maintained state and federal compliance, facilitated state inspections, and spearheaded quality assurance and performance programs to meet state regulation requirements.

MASSACHUSETTS GENERAL HOSPITAL

Clinical Research Technologist | Boston, MA | July 2000 - July 2001

- Managed blood specimens for oncology clinical trials.
- Processed specimens for sample storage and assay.
- Developed extensive Access database to organize specimen collection, processing, and storage and to create efficient centralized records system.

EDUCATION

M.H.A. Healthcare Administration

New England College

Henniker, NH | 2009

BACHELOR OF SCIENCE Biology

Salem State University

Salem, MA | 1995

- Concentration in Nuclear Medicine Technology

AFFILIATIONS

American College of Healthcare Executives (ACHE)
Society of Nuclear Medicine (NMTCB)
Medical Group Management Association (MGMA)

CERTIFICATIONS

Supervisory Skills Certificate , University of New Hampshire, Durham, NH
Leadership Certificate , Bruce Mast & Associates, Portsmouth, NH
Certified Nuclear Medicine Technologist , Nuclear Medicine Technology Certification Board

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Leach	Executive Director	$73,000	0%	$0

LB
8/20/19

A ma

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177528-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

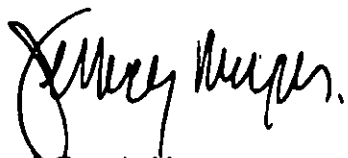
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Joan G. Lovering Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 559 Portsmouth Avenue, Greenland NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $445,792.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/18/19
Date

Name: Lisa Morris
Title: Director

Joan G. Lovering Health Center

6/3/2019
Date

Name: LISA A. LEACH
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on June 3, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

May Watson
Name and Title of Notary or Justice of the Peace

My Commission Expires:

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date

Name:
Title: SA-Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.5. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file: https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or termination

- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
   - Method effectiveness
   - Correct use of the method
   - Non-contraceptive benefits
   - Side effects
   - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

_____ _____

Agency Name Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials LAL

Date 6/3/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	Purpose	Contact Date	Outcome – Linkages Established

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020):	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

NH DIVISION OF
Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Avenue Greenland, NH 03840	
1.5 Contractor Phone Number 603-436-7588	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $222,896
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Deborah Erickson-Irons		1.12 Name and Title of Contractor Signatory Deborah Erickson-Irons Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On October 12, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
May Watson
[Seal]

MAY B WATSON
Notary Public-New Hampshire
My Commission Expires
July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace
May Watson

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AED
Date 10-12-17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RCD
Date 10-12-17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RCG
Date 10-12-17

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials RED

Date 10-12-17

Exhibit B-1 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Loverling Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Items	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 116,760.00	$ 9,735.00	$ 126,334.00	$ 46,748.00	$ 9,735.00	$ 46,184.72	$ 72,044.91	$ -	$ 72,044.91
2. Employee Benefits	$ 21,383.10	$ 1,753.13	$ 23,136.23	$ 8,414.30	$ 1,753.13	$ 8,875.29	$ 12,968.80	$ -	$ 12,968.80
3. Consultants	$ 1,800.00	$ -	$ 1,800.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 700.00	$ 700.00	$ -	$ 300.00	$ 300.00
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 6,783.52	$ -	$ 6,783.52	$ 8,216.48	$ -	$ 8,216.48
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 8,338.33	$ 8,338.33	$ -	$ 5,837.53	$ 5,837.53	$ -	$ 2,501.80	$ 2,501.80
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 653.10	$ 653.10	$ -	$ 279.90	$ 279.90
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 525.00	$ 525.00	$ -	$ 225.00	$ 225.00
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 4,366.67	$ 4,366.67	$ -	$ 1,900.00	$ 1,900.00
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 56.00	$ 56.00	$ -	$ 24.00	$ 24.00
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 3,256.53	$ -	$ 1,540.00	$ 1,143.48	$ -	$ 1,143.48
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 840.00	$ 840.00	$ -	$ 360.00	$ 360.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 184,613.10	$ 30,691.73	$ 215,304.83	$ 88,135.43	$ 34,067.83	$ 183,135.83	$ 96,373.68	$ 5,569.70	$ 101,943.38

Indirect As A Percent of Direct %

Initials RED
Date 10/12/17

Exhibit B-2 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Increments	Indirect Fixed	Total	Direct Increments	Indirect Fixed	Total	Direct Increments	Indirect Fixed	Total
1. Total Salary/Wages	$ 118,765.00	$ 9,739.60	$ 128,534.60	$ 110,504.00	$ 9,739.60	$ 46,194.72	$ 8,291.00	$ -	$ 8,291.00
2. Employee Benefits	$ 21,363.10	$ 1,753.13	$ 23,136.23	$ 19,891.19	$ 1,753.13	$ 8,673.29	$ 1,492.00	$ -	$ 1,492.00
3. Consultants	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 700.00	$ -	$ -	
Purchase/Depreciation	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -	$ 6,783.52	$ -	$ -	
Medical	$ 14,000.00	$ -	$ 14,000.00	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 6,339.33	$ 6,339.33	$ -	$ 6,339.33	$ 5,837.53	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 653.10	$ -	$ -	
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 525.00	$ -	$ -	
Insurance	$ -	$ 6,286.67	$ 6,286.67	$ -	$ 6,286.67	$ 4,398.67	$ -	$ -	
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 56.00	$ -	$ -	
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 2,683.00	$ -	$ 1,640.00	$ 1,717.00	$ -	$ 1,717.00
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 840.00	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 184,513.10	$ 30,061.73	$ 214,574.83	$ 173,013.10	$ 30,061.73	$ 143,128.83	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

Exhibit B-2 Budget

Initials DED
Date 10-12-17

Exhibit B-3 BUDGET
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 121,171.00	$ 9,834.00	$ 131,105.00	$ 46,122.08	$ 9,834.00	$ 50,705.80	$ 72,048.91	$ -	$ 72,048.91
2. Employee Benefits	$ 21,810.78	$ 1,786.12	$ 23,596.90	$ 8,841.98	$ 1,786.12	$ 9,127.48	$ 12,968.80	$ -	$ 12,968.80
3. Consultants	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 700.00	$ 700.00	$ -	$ 300.00	$ 300.00
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	
Pharmacy	$ 15,450.00	$ -	$ 15,450.00	$ 7,233.52	$ -	$ 7,302.34	$ 8,216.48	$ -	$ 8,216.48
Medical	$ 14,420.00	$ -	$ 14,420.00	$ 14,420.00	$ -	$ 14,420.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 5,837.53	$ 5,837.53	$ -	$ 2,501.80	$ 2,501.80
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 653.10	$ 653.10	$ -	$ 279.90	$ 279.90
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 525.00	$ 525.00	$ -	$ 225.00	$ 225.00
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 4,366.67	$ 4,366.67	$ -	$ 1,800.00	$ 1,800.00
Board Expenses	$ -	$ 60.00	$ 60.00	$ -	$ 56.00	$ 56.00	$ -	$ 24.00	$ 24.00
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 3,256.52	$ -	$ 1,540.00	$ 1,143.48	$ -	$ 1,143.48
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 840.00	$ 840.00	$ -	$ 360.00	$ 360.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 185,836.78	$ 30,291.12	$ 216,227.90	$ 91,558.11	$ 34,729.42	$ 164,776.50	$ 94,378.08	$ 5,370.70	$ 99,848.58
Indirect As A Percent of Direct		%							

Exhibit B-3 Budget

Initials DEJ
Date 10-12-17

Exhibit B-4 BUDGET
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Leverett Health Center

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2015

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Administrative	Fixed		Administrative	Fixed		Administrative	Fixed	
1. Total Salary/Wages	$ 121,171.00	$ 8,934.00	$ 131,105.00	$ 112,880.00	$ 8,934.00	$ 121,814.00	$ 8,291.00	$ -	$ 8,291.00
2. Employee Benefits	$ 21,810.78	$ 1,788.12	$ 23,598.90	$ 20,316.78	$ 1,788.12	$ 22,104.90	$ 1,492.00	$ -	$ 1,492.00
3. Consultants	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental			$ -	$ -	$ -	$ -	$ -	$ -	
Repair and Maintenance		$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	
Lab	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	
Pharmacy	$ 15,450.00	$ -	$ 15,450.00	$ 15,450.00	$ -	$ 15,450.00	$ -	$ -	
Medical	$ 14,420.00	$ -	$ 14,420.00	$ 14,420.00	$ -	$ 14,420.00	$ -	$ -	
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	
7. Occupancy	$ -	$ 8,339.33	$ 8,339.33	$ -	$ 8,339.33	$ 8,339.33	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ -	$ 933.00	$ 933.00	$ -	$ 933.00	$ 933.00	$ -	$ -	
Postage	$ 85.00		$ 85.00	$ 85.00	$ -	$ 85.00	$ -	$ -	
Subscriptions			$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	
Insurance	$ -	$ 6,266.67	$ 6,266.67	$ -	$ 6,266.67	$ 6,266.67	$ -	$ -	
Board Expenses	$ -	$ 80.00	$ 80.00	$ -	$ 80.00	$ 80.00	$ -	$ -	
9. Software		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,400.00	$ -	$ 4,400.00	$ 2,683.00	$ -	$ 2,683.00	$ 1,717.00	$ -	$ 1,717.00
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 183,936.78	$ 30,291.12	$ 216,227.90	$ 174,436.78	$ 30,291.12	$ 204,727.90	$ 11,500.00	$ -	$ 11,500.00

Indirect As A Percent of Direct %

Exhibit B-4 Budget

Initials DED
Date 10-12-13

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10-12-17

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials AED

Date 10-12-17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10-12-17

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10-12-17

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate**.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	Joan G. Lovering Health Center Name of the Contractor
Lisa Morris Signature of Authorized Representative	Deborah Erickson Irons Signature of Authorized Representative
LISA MORRIS Name of Authorized Representative	Deborah Erickson-Irons Name of Authorized Representative
DIRECTOR, DPHS Title of Authorized Representative	Executive Director Title of Authorized Representative
10/27/17 Date	October 12, 2017 Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI
Date 10/12/17

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 85-946-9082

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials RED

Date 10-12-17

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A) and as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
2. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.
3. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement
4. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan
5. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.
6. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.
7. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit B, Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.
8. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B,

Amendment #2, Method and Conditions Precedent to Payment.

9. Add Exhibit B-5, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
10. Add Exhibit B-6, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
11. Add Exhibit B-7, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2020
12. Add Exhibit B-8, Amendment #2 Budget Family Planning TANF Funds, State Fiscal Year 2021
13. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/14/19
Date

Name: Lisa Morris
Title: Director

Lamprey Health Care, Inc.

Date

Name:
Title: President BOD

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on November 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Lisa Phillips, Administrative Assistant
Name and Title of Notary or Justice of the Peace

My Commission Expires: LISA PHILLIPS, Notary Public State of New Hampshire My Commission Expires November 14, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand four hundred fifty (1,450) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor has elected not to accept Title X funding for the performance of these services. In the event Contractor elects to accept Title X funding in the future, Contractor agrees to fully comply with Title X regulations and that this Agreement be amended accordingly.

4.6.3. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.6.4. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.5. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.6. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC *Sexually Transmitted Diseases Treatment Guidelines* and any updates.

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.1.1. Sexually Transmitted Diseases (STD)

4.8.1.2. Contraceptive methods

4.8.1.3. Pre-conception care

4.8.1.4. Achieving pregnancy/infertility

4.8.1.5. Adolescent reproductive health

4.8.1.6. Sexual violence

4.8.1.7. Abstinence

4.8.1.8. Pap tests/cancer screenings

4.8.1.9. Substance abuse services

4.8.1.10. Mental health

4.8.2. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.3. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.8.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support only outreach and promotional activities.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be

necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan, using the Departments template (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.5.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded from State General Funds and Federal Funds from the US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1801NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-5, Budget Amendment #2, Exhibit B-6, Budget Amendment #2, Exhibit B-7, Budget Amendment #2, and Exhibit B-8, Budget Amendment #2.
   - 4.2. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.5. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-#5
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name Lamprey Health Care

Budget Request for: FAMILY PLANNING

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 326,524.39	$ -	$ 326,524.39	$ 164,252.67	$ -	$ 164,252.67	$ 162,271.72	$ -	$ 162,271.72
2. Employee Benefits	$ 78,692.75	$ -	$ 78,692.75	$ 50,944.28	$ -	$ 50,944.28	$ 27,748.46	$ -	$ 27,748.46
3. Consultants	$ 7,108.59	$ -	$ 7,108.59	$ 7,108.59	$ -	$ 7,108.59	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 909.87	$ -	$ 909.87	$ 909.87	$ -	$ 909.87	$ -	$ -	$ -
Purchase/Depreciation	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,271.50	$ -	$ 18,271.50	$ 8,271.50	$ -	$ 8,271.50	$ 10,000.00	$ -	$ 10,000.00
Office	$ 940.75	$ -	$ 940.75	$ 940.75	$ -	$ 940.75	$ -	$ -	$ -
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
7. Occupancy	$ 20,041.00	$ -	$ 20,041.00	$ 20,041.00	$ -	$ 20,041.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,561.82	$ -	$ 3,561.82	$ 2,000.00	$ -	$ 2,000.00	$ 1,561.82	$ -	$ 1,561.82
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Support	$ 13,852.00	$ -	$ 13,852.00	$ 13,852.00	$ -	$ 13,852.00	$ -	$ -	$ -
Admin/Finance Allocation	$ 30,200.00	$ -	$ 30,200.00	$ 30,200.00	$ -	$ 30,200.00	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/OI)	$ 40,613.00	$ -	$ 40,613.00	$ 40,613.00	$ -	$ 40,613.00	$ -	$ -	$ -
TOTAL	$ 543,603.67	$ -	$ 543,603.67	$ 342,021.66	$ -	$ 342,021.66	$ 201,582.00	$ -	$ 201,582.00

Indirect As A Percent of Direct 0.0%

Contractor Initials
Date 11-5-19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Lamprey Health Care

Budget Request for: FAMILY PLANNING

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 337,116.29	$ -	$ 337,116.29	$ 177,392.36	$ -	$ 177,392.36	$ 159,723.93	$ -	$ 159,723.93
2. Employee Benefits	$ 81,245.10	$ -	$ 81,245.10	$ 54,037.03	$ -	$ 54,037.03	$ 27,208.07	$ -	$ 27,208.07
3. Consultants	$ 7,464.02	$ -	$ 7,464.02	$ 7,464.02	$ -	$ 7,464.02	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 955.36	$ -	$ 955.36	$ 955.36	$ -	$ 955.36	$ -	$ -	$ -
Purchase/Depreciation	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 21,019.65	$ -	$ 21,019.65	$ 8,519.65	$ -	$ 8,519.65	$ 12,500.00	$ -	$ 12,500.00
Office	$ 968.97	$ -	$ 968.97	$ 968.97	$ -	$ 968.97	$ -	$ -	$ -
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -
7. Occupancy	$ 21,043.05	$ -	$ 21,043.05	$ 21,043.05	$ -	$ 21,043.05	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 4,150.00	$ -	$ 4,150.00	$ 2,000.00	$ -	$ 2,000.00	$ 2,150.00	$ -	$ 2,150.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Support	$ 14,267.56	$ -	$ 14,267.56	$ 14,267.56	$ -	$ 14,267.56	$ -	$ -	$ -
Admin/Finance Allocation	$ 31,106.00	$ -	$ 31,106.00	$ 31,106.00	$ -	$ 31,106.00	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ 41,831.39	$ -	$ 41,831.39	$ 41,831.39	$ -	$ 41,831.39	$ -	$ -	$ -
TOTAL	$ 564,055.38	$ -	$ 564,055.38	$ 362,473.38	$ -	$ 362,473.38	$ 201,582.00	$ -	$ 201,582.00

Indirect As A Percent of Direct 0.0%

Contractor Initials JB
Date 11-5-19

New Hampshire Department of Health and Human Services

Contractor name Lamprey Health Care

Budget Request for: TANF

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 25,216.36	$ -	$ 25,216.36	$ -	$ -	$ -	$ 25,216.36	$ -	$ 25,216.36
2. Employee Benefits	$ 4,502.64	$ -	$ 4,502.64	$ -	$ -	$ -	$ 4,502.64	$ -	$ 4,502.64
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Indirect As A Percent of Direct 0.0%

Contractor Initials

Date 11-5-19

New Hampshire Department of Health and Human Services

Contractor name: Lamprey Health Care

Budget Request for: TANF

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 25,564.76	$ -	$ 25,564.76	$ -	$ -	$ -	$ 25,564.76	$ -	$ 25,564.76
2. Employee Benefits	$ 4,154.24	$ -	$ 4,154.24	$ -	$ -	$ -	$ 4,154.24	$ -	$ 4,154.24
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Indirect As A Percent of Direct 0.0%

Contractor Initials MB

Date 11-5-19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*}as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

Contractor Initials
Date 11-5-19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials

Date 11-5-19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes:

   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

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6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

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- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

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b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

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a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
    - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
    a) Discussion of reproductive life plan
    b) Sexual health assessment screening
    c) Other screening services that include:
        - Obtain medical history
        - Screen for tobacco, alcohol, and substance use
        - Screen for immunization status
        - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
        - Screen for obesity by obtaining height, weight, & BMI
        - Screen for hypertension by obtaining BP
        - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
        - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

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If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

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- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

Contractor Initials

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- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Contractor Initials

Date 11-5-19

New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Agency Name

Date

Contractor Initials

Date 11-5-19

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

Contractor Initials _____
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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

Contractor Initials _____
Date 11-5-19

AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials ____
Date 11-5-19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials _____

Date 11-5-19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials _____
Date 11-5-19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials _____
Date 11-5-19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	
EHR	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

Contractor Initials MD

Date 11-5-17

Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11-5-19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials _____
Date 11-5-19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11-5-19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials _____
Date 11-5-19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MS
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials MN
Date 11-5-19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials _____
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials _____
Date 11-5-19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials _____
Date 11-5-19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials ____
Date 11-5-19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D Amendment # 2

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials
Date 11-5-19

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Contractor Initials
Date 11-5-19

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials

Date 11-5-19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

Contractor Initials
Date 11-5-19

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials

Date 11-5-19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials

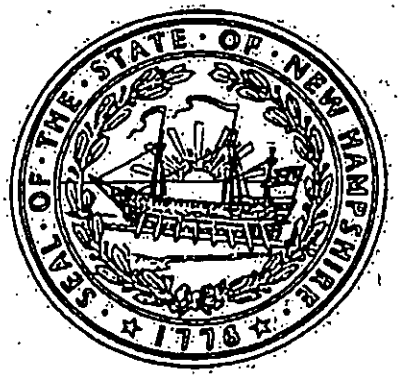
Date 11-5-19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382
Certificate Number : 0004496055



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Landon Gamble do hereby certify that:

1. I am a duly elected Officer of Lamprey Health Care, Inc.

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 November 5, 2019.

RESOLVED: That the President of the Board, Francis Goodspeed or Vice President, Raymond Goodman, III is hereby authorized on behalf of Lamprey Health Care 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 5th day of November, 2019.

4. Landon Gamble is the duly elected Secretary of the Lamprey Health Care.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

Counties of Rockingham

The forgoing instrument was acknowledged before me this 5th day of November, 2019,

By Landon Gamble, Secretary, Lamprey Health Care, Inc.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LISA PHILLIPS, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

Commission Expires: _____

LAMPHEA-01 TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
100 Central Street, Suite 201
Holliston, MA 01746

CONTACT NAME: Dan Joyal
PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No):
E-MAIL ADDRESS: dan.joyal@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Atlantic Charter Insurance Company	44326
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2002335	7/1/2019	7/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WCA00545407	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

Our Vision

- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients.**
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 12/19/2018

BerryDunn

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE UNIFORM GUIDANCE

September 30, 2018 and 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller 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 from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2018 and 2017, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2018 on our consideration of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 effectiveness of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s 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 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	$ 1,341,015	$ 1,196,504
Patient accounts receivable, less allowance for uncollectible accounts of $254,097 in 2018 and $233,455 in 2017	1,330,670	1,071,115
Grants receivable	228,972	476,151
Other receivables	172,839	85,357
Inventory	72,219	63,579
Other current assets	139,568	160,946
Total current assets	3,285,283	3,053,652
Investment in limited liability company	22,590	20,298
Assets limited as to use	3,205,350	3,425,833
Property and equipment, net	7,584,923	7,870,894
Total assets	$14,098,146	$14,370,677

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 438,830	$ 396,284
Accrued payroll and related expenses	919,690	880,477
Deferred revenue	117,696	89,040
Current maturities of long-term debt	102,014	97,502
Total current liabilities	1,578,230	1,463,303
Long-term debt, less current maturities	2,134,337	2,243,339
Market value of interest rate swap	13,404	13,769
Total liabilities	3,725,971	3,720,411
Net assets		
Unrestricted	9,951,659	10,176,258
Temporarily restricted	420,516	474,008
Total net assets	10,372,175	10,650,266
Total liabilities and net assets	$14,098,146	$14,370,677

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$ 9,426,185	$ 8,906,722
Provision for bad debts	(354,460)	(274,770)
Net patient service revenue	9,071,725	8,631,952
Grants, contracts and contributions	5,538,925	5,262,945
Other operating revenue	769,240	877,054
Net assets released from restrictions for operations	118,447	75,190
Total operating revenue	15,498,337	14,847,141
Operating expenses		
Salaries and wages	9,941,188	9,361,791
Employee benefits	1,688,571	1,860,717
Supplies	715,862	593,252
Purchased services	1,569,327	1,526,562
Facilities	594,355	589,108
Other operating expenses	537,414	590,580
Insurance	143,338	137,232
Depreciation	459,716	444,584
Interest	96,431	117,623
Total operating expenses	15,746,202	15,221,449
Deficiency of revenue over expenses	(247,865)	(374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	$ (224,599)	$ (167,709)

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Deficiency of revenue over expenses	$ (247,866)	$ (374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	(224,599)	(167,709)
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(1,100)
Contributions	71,205	77,771
Grants for capital acquisition	16,651	166,366
Net assets released from restrictions for operations	(118,447)	(75,190)
Net assets released from restrictions for capital acquisition	(22,901)	(175,595)
Decrease in temporarily restricted net assets	(53,492)	(7,748)
Change in net assets	(278,091)	(175,457)
Net assets, beginning of year	10,650,266	10,825,723
Net assets, end of year	$10,372,175	$10,650,266

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (278,091)	$ (175,457)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	354,460	274,770
Depreciation	459,716	444,584
Equity in earnings of limited liability company	(2,292)	(4,094)
Change in fair value of financial instrument	(365)	(31,004)
Grants for capital acquisition	(16,651)	(166,366)
Write off of uncollectible pledges	-	1,100
(Increase) decrease in the following assets:		
Patient accounts receivable	(614,015)	(267,849)
Grants receivable	247,179	(245,998)
Other receivable	(87,482)	61,277
Inventory	(8,640)	(63,579)
Other current assets	21,378	(69,874)
Increase in the following liabilities:		
Accounts payable and accrued expenses	42,546	169,240
Accrued payroll and related expenses	39,213	64,025
Deferred revenue	28,656	4,517
Net cash provided (used) by operating activities	185,612	(4,708)
Cash flows from investing activities		
Increase in designated funds	(155,880)	(591,411)
Release of designated funds	376,363	740,479
Capital acquisitions	(173,745)	(320,244)
Net cash provided (used) by investing activities	46,738	(171,176)
Cash flows from financing activities		
Grants for capital acquisition	16,651	166,366
Principal payments on long-term debt	(104,490)	(91,817)
Net cash (used) provided by financing activities	(87,839)	74,549
Net increase (decrease) in cash and cash equivalents	144,511	(101,335)
Cash and cash equivalents, beginning of year	1,196,504	1,297,839
Cash and cash equivalents, end of year	$ 1,341,015	$ 1,196,504
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 96,431	$ 117,623

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2018	2017
Balance, beginning of year	$ 233,455	$ 278,061
Provision	354,460	274,770
Write-offs	(333,818)	(319,376)
Balance, end of year	$ 254,097	$ 233,455

The provision for bad debts increased primarily as a result of the regulatory environment related to challenges with credentialing of providers and timely filing limits.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,590 and $20,298 at September 30, 2018 and 2017, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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 temporarily restricted net assets. 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.

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Grants restricted for capital acquisition which were received prior to 2000 are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets 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 gift is received and the conditions are 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 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 consolidated statements of operations as "net assets released from restrictions."

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	2018	2017
Program services	$ 13,407,871	$ 12,484,460
Administrative and general	2,338,331	2,736,989
Total	$ 15,746,202	$ 15,221,449

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 19, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	2018	2017
United States Department of Agriculture, Rural Development (Rural Development) loan agreements	$ 142,092	$ 142,587
Designated by the governing board	2,752,113	2,924,858
Donor restricted, temporarily	311,145	358,388
Total	$ 3,205,350	$ 3,425,833

3. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land and improvements	$ 1,154,753	$ 1,146,784
Building and improvements	10,943,714	10,829,267
Furniture, fixtures and equipment	1,723,627	1,685,929
Total cost	13,822,094	13,661,980
Less accumulated depreciation	6,237,171	5,791,086
Property and equipment, net	$ 7,584,923	$ 7,870,894

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2018 and 2017.

5. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Promissory note payable to local bank; see terms outlined below.	$ 875,506	$ 894,652
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	371,976	413,615
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	242,438	255,108
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	746,431	777,466
Total long-term debt	2,236,351	2,340,841
Less current maturities	102,014	97,502
Long-term debt, less current maturities	$ 2,134,337	$ 2,243,339

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $13,404 and $13,769 at September 30, 2018 and 2017, respectively.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2018.

Maturities of long-term debt for the next five years are as follows:

2019	$ 102,014
2020	107,082
2021	112,402
2022	895,426
2023	97,595
Thereafter	921,832
Total	$ 2,236,351

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2018	2017
Temporarily restricted for:		
Capital improvements	$ 340,806	$ 347,056
Community programs	54,643	89,209
Substance abuse prevention	25,067	37,743
Total	$ 420,516	$ 474,008

The composition of assets comprising temporarily restricted net assets at September 30, 2018 and 2017 is as follows:

	2018	2017
Assets limited as to use	$ 311,145	$ 358,388
Property and equipment	109,371	115,620
Total	$ 420,516	$ 474,008

7. Patient Service Revenue

Patient service revenue follows:

	2018	2017
Gross charges	$13,683,357	$12,752,924
340B contract pharmacy revenue	1,327,156	1,198,264
Total gross revenue	15,010,513	13,951,188
Contractual adjustments	(4,534,268)	(4,005,181)
Sliding fee discounts	(1,030,666)	(1,020,240)
Other discounts	(19,394)	(19,045)
Total patient service revenue	$ 9,426,185	$ 8,906,722

Revenue from the Medicaid and Medicare programs accounted for approximately 27% and 17%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2018 and 28% and 16%, respectively, for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing the care to patients who qualify under the sliding fee discount policy by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross charges forgone under the sliding fee discount policy. The estimated cost amounted to approximately $1,041,596 and $1,096,647 for the years ended September 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $157,605 and $326,988 for the years ended September 30, 2018 and 2017, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have strong credit ratings and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	2018	2017
Medicare	18 %	18 %
Medicaid	14 %	15 %
Anthem Blue Cross Blue Shield	13 %	14 %
Other payers, including self pay	55 %	53 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 77%, respectively, of grants, contracts and contributions.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance; on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$ 14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
Market value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Unrestricted	7,971,785	1,979,874	9,951,659
Temporarily restricted	420,516	-	420,516
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$ 14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	$ 543,845	$ 652,659	$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	160,946	-	160,946
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	5,869,762	2,001,132	7,870,894
Total assets	$11,432,412	$ 2,938,265	$ 14,370,677

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 393,269	$ 3,015	$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	60,169	37,333	97,502
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	13,769	-	13,769
Total liabilities	2,684,822	1,035,589	3,720,411
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	474,008	-	474,008
Total net assets	8,747,590	1,902,676	10,650,266
Total liabilities and net assets	$11,432,412	$ 2,938,265	$ 14,370,677

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest expense	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of financial instrument	365	-	-	365
Net assets released from restrictions for capital acquisition	22,901	-	-	22,901
(Decrease) increase in unrestricted net assets	$ (301,797)	$ 77,198	$ -	$ (224,599)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	$ 8,906,722	$ -	$ -	$ 8,906,722
Provision for bad debts	(274,770)	-	-	(274,770)
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restrictions for operations	75,190	-	-	75,190
Total operating revenue	14,847,050	228,007	(227,916)	14,847,141
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest	67,608	50,015	-	117,623
Total operating expenses	15,283,791	165,574	(227,916)	15,221,449
(Deficiency) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	-	175,595
(Decrease) increase in unrestricted net assets	$ (230,142)	$ 62,433	$ -	$ (167,709)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes In Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	(325,063)	77,198	(247,865)
Change in fair value of financial instrument	365	-	365
Net assets released from restrictions for capital acquisition	22,901	-	22,901
(Decrease) increase in unrestricted net assets	(301,797)	77,198	(224,599)
Temporarily restricted net assets			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(22,901)	-	(22,901)
Decrease in temporarily restricted net assets	(53,492)	-	(53,492)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$ 10,372,175

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes In Net Assets

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	$ (436,741)	$ 62,433	$ (374,308)
Change in fair value of financial instrument	31,004	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	175,595
(Decrease) increase in unrestricted net assets	(230,142)	62,433	(167,709)
Temporarily restricted net assets			
Provision for uncollectible pledges	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	(175,595)	-	(175,595)
Decrease in temporarily restricted net assets	(7,748)	-	(7,748)
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	8,985,480	1,840,243	10,825,723
Net assets, end of year	$ 8,747,590	$ 1,902,676	$ 10,650,266

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services			
Direct			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 1,037,934
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,444,721
Total Health Centers Cluster			3,482,655
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Special Programs for the Aging Title III, Part D Disease Prevention and Health Promotion Services	93.043	010-048-8917-102-500731	42,261
Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers	93.044	512-500352	14,995
Public Health Emergency Preparedness	93.069	010-090-7545-102-500731	20,045
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	010-090-7545-102-500731	30,999
Dartmouth College			
Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	6125R989	77,248
State of New Hampshire Department of Health and Human Services			
Family Planning Services	93.217	010-090-55300000-500731	140,564
State of New Hampshire Department of Health and Human Services			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	010-092-3395-102-500731	82,857
Dartmouth College			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	R831	37,325
Total CFDA 93.243			120,182
Dartmouth College			
Public Health Training Centers Program	93.249	1383	14,880
State of New Hampshire Department of Health and Human Services			
Temporary Assistance for Needy Families	93.558	010-045-61460000-500731	15,543
Temporary Assistance for Needy Families	93.558	010-045-61460000-500891	5,182
Total CFDA 93.558			20,725
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	010-090-4527-102-500731	7,654
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	010-090-5362-102-500731	12,188
Total CFDA 93.758			19,840
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-3380-102-500731	102,015
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-3384-102-500731	21,314
Total CFDA 93.959			123,329
Maternal and Child Health Services Block Grant to the States	93.994	010-090-51900000-500731	134,605
Total Federal Awards, All Programs			$ 4,242,328

The accompanying notes are an integral part of this schedule.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

1. **Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (the Organization). The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

2. **Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. have elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited, 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, the consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (the Organization), which comprise the consolidated balance sheet as of September 30, 2018, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 19, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Compliance for the Major Federal Program

We have audited Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2018. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2018.

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2018

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:		Unmodified		
Internal control over financial reporting:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:				
Material weakness(es) identified:	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Type of auditor's report issued on compliance for major programs:		Unmodified		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Centers Cluster

Dollar threshold used to distinguish between Type A and Type B programs:		$750,000		
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2018

2. **Financial Statement Findings**

None

3. **Federal Award Findings and Questioned Costs**

None

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2018-2019 Board of Directors

Mark E. Howard, Esq. (Chair/President)
Newmarket, New Hampshire 03857
Term Ends 2020
Serving 5 years

Frank Goodspeed (Vice President)
Nashua, NH 03060
Term Ends 2020
Serving 5 years

Arvind Ranade, (Treasurer)
Nashua, NH 03062
Term Ends 2021
Serving 3 years

Thomas "Chris" Drew (Secretary)
Newmarket, NH 03857
Term Ends 2019
Serving 20 years

Audrey Ashton-Savage (Immediate Past Chair/President)
Newmarket, NH 03857
Term Ends 2021
Serving 28 years

Elizabeth Crepeau
Newmarket, NH 03857
Term ends 2021
Serving 12 years

Landon Gamble, DDS
Epping, NH 03042 (work)
Term Ends 2020
Serving 1 year

Robert Gilbert
Brentwood, NH 03833
Term Ends 2020
Serving 1 year

Raymond Goodman, III
Newmarket, NH 03857
Term ends 2021
Serving 6 years

Amanda Pears Kelly
Portsmouth, NH 03801
Term Ends 2020
Serving 5 years

Carol LaCross
Durham, NH 03824
Term Ends 2021
Serving 30 years

Lara Rice
Nashua, NH 03062
Term Ends 2020
Serving 1 year

Wilberto Torres
Nashua, NH 03063
Term Ends 2019
Serving 1 year

Laura Valencia
Nashua, NH 03062
Term Ends 2021
Serving 3 months

Robert S. Woodward
Lee, NH 03861
Term Ends 2019
Serving 2 years

Patricia A. Mason, LPN

Summary

Over 17 years of experience in Women's Health and Prenatal patient care. Extensive experience with independent audits, patient management and Adolescent Health issues. Extensive experience in emergency care either on site or as Fire Dept. responder.

Professional Experience

Lamprey Health Care - Nashua NH **2002 - Present**

Women's Health & Prenatal Supervisor, Nurse

- Administrative officer for Women's Health Services.
- Responsible for the administrative supervision, program development and budget management of the Family Planning and Teen Clinic programs, Outreach and Prenatal care services. ($462,602)
- Assure compliance with state and federal standards, policies and guidelines along with grant conditions.
- Assist with grant writing and submission.
- Responsible for staff education and training in Women and Adolescent health issues.
- Administer the Breast and Cervical Cancer program for the Nashua site.
- Perform office nurse duties as needed.
- Triage patients.
- Coordinated Emergency Preparedness training for staff with in house drills.

Disaster Medical Assistance Team - DMAT MA-2 **2006 - present**

Nurse

- Deploy as needed to locations in or out of the United States that are in need of rapid-response medical care or casualty decontamination during a terrorist attack, natural disaster or other incident
- Provide direct care to patients in a hospital setting, temporary medical tent or in the field.
- Enter patient information into an Electronic Medical Record.
- Sustain long hours and be self-contained for 24 hours without food or shelter.
- Able to deploy for minimum of 2 weeks.

Boston Marathon Medical Tent **2007 - present**

- Set up cots and medical supplies in tent
- Assess and care for wounds, medical issues and fatigue. Monitor vitals, start IV and prepare for transport or release back to race.

Bridges, Nashua NH **2003 – 2010**

Crisis Intervention Advocate

- Answer crisis phone lines 12 hours per month
- Meet victims of domestic violence/sexual assault at the hospital if needed
- Attend meetings and training

Town of Hudson NH Fire Department

Firefighter/Emergency Medical Technician - Intermediate **1984 – 2006**

- Perform emergency medical care and transportation of patients.
- Respond to fires and emergencies as a call firefighter
- Attend monthly trainings and ride along

Education

St. Joseph's School of Nursing, Nashua, NH 2001

Licensure/Certifications

State of NH Licensed Practical Nurse
American Heart Association, CPR Instructor
Certified in IV Therapy, Phlebotomy and Emergency Pharmacology
Lactation Consultant
State of NH Notary, Justice of the Peace
Cosmetology - State of NH

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Mason	Family Planning Coordinator	49,861	27%	$13,296.28

78F mac

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $884,958 from $2,915,402 to $3,800,360 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	**155327-B001**	**Berlin, NH**	**$157,270**	**$157,270**	**$314,540**	**O: 11/08/2017 Item #21A**
Lamprey Health Care	**177677-R001**	**Nashua, NH**	**$462,602**	**$462,602**	**$925,204**	**O: 11/08/2017 Item #21A**
Manchester Community Health Center	**157274-B001**	**Manchester, NH**	**$265,086**	**$265,086**	**$530,172**	**O: 11/08/2017 Item #21A**
Community Action Program – Belknap Merrimack Counties, Inc.	177203-B003	Concord, NH	$431,864	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018
Concord Hospital, Inc. Family Health	177653-B011	Concord, NH	$259,098	$0	$0	O: 11/08/2017 Item #21A A01: 08/14/2018

Center						
Equality Health Center	257562-B001	Concord, NH	$179,800	$0	$0	O: 11/08/2017 Item #21A
Joan G. Lovering Health Center	175132-R001	Greenland, NH	$222,896	$0	$0	O: 11/08/2017 Item #21A
Planned Parenthood of Northern New England	177528-R002	Portland, ME	$548,000	$0	$0	O: 11/08/2017 Item #21A
White Mountain Community Health Center	174170-R001	Conway, NH	$188,786	$0	$0	O: 11/08/2017 Item #21A
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$0	O: 11/08/2017
		Total	**$2,915,402**	**$884,958**	**$3,800,360**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere

in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,
FAMILY PLANNING PROGRAM
CFDA#93.217 FAIN#FPHPA006407 52% Federal and 48% General
Community Action Program - Belknap Merrimack Counties, Inc. Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased / (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2019	102-500731	Contracts for Program Services	90080203	$170,618	$0	$170,618
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$341,236	$0	$341,236

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517	$0	$96,517
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$193,034	$0	$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274	$0	$66,274
2020	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2020	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
2021	102-500731	Contracts for Program Services	90080206		$31,922	$31,922
2021	102-500731	Contracts for Program Services	90080207		$34,352	$34,352
			Subtotal:	$132,548	$132,548	$265,096

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400	$0	$78,400
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$156,800	$0	$156,800

Joan G. Lovering Health Care — Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2048	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948	$0	$99,948
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$199,896	$0	$199,896

Lamprey Health Care — Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582	$0	$201,582
2020	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2020	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
2021	102-500731	Contracts for Program Services	90080206		$97,095	$97,095
2021	102-500731	Contracts for Program Services	90080207		$104,487	$104,487
			Subtotal:	$403,164	$403,164	$806,328

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925	$0	$109,925
2020	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2020	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
2021	102-500731	Contracts for Program Services	90080206		$52,947	$52,947
2021	102-500731	Contracts for Program Services	90080207		$56,978	$56,978
			Subtotal:	$219,850	$219,850	$439,700

White Mountain Community Health Center — Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108	$0	$83,108
2020	102-500731	Contracts for Program Services	90080206		$0	$0
2020	102-500731	Contracts for Program Services	90080207		$0	$0
2021	102-500731	Contracts for Program Services	90080206		$0	$0
2021	102-500731	Contracts for Program Services	90080207		$0	$0
			Subtotal:	$166,216	$0	$166,216

Planned Parenthood of Northern New England — Vendor ID #177528-R002
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000	$0	$274,000
2020	102-500731	Contracts for Program Services	90080213		$0	$0
2021	102-500731	Contracts for Program Services	90080213		$0	$0
			Subtotal:	$548,000	$0	$548,000
			AU 5530 TOTALS:	$2,360,744	$755,562	$3,116,306

05-95-45-450010-6148 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES
CFDA# 93.558 FAIN# 1801NHTANF 100% Federal Funds
FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. Venord ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314	$0	$45,314
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$90,628	$0	$90,628

Concord Hospital Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032	$0	$33,032
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$66,064	$0	$66,064

Coos County Family Health Center Vendor ID #165327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361	$0	$12,361
2020	502-500891	Payment for Providers	45030203		$12,361	$12,361
2021	502-500891	Payment for Providers	45030203		$12,361	$12,361
			Subtotal:	$24,722	$24,722	$49,444

Equality Health Center Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Joan G. Lovering Health Care Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500	$0	$11,500
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$23,000	$0	$23,000

Lamprey Health Care Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719	$0	$29,719
2020	502-500891	Payment for Providers	45030203		$29,719	$29,719
2021	502-500891	Payment for Providers	45030203		$29,719	$29,719
			Subtotal:	$59,438	$59,438	$118,876

Manchester Community Health Center Vendor ID #157274-B001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618	$0	$22,618
2020	502-500891	Payment for Providers	45030203		$22,618	$22,618
2021	502-500891	Payment for Providers	45030203		$22,618	$22,618
			Subtotal:	$45,236	$45,236	$90,472

White Mountain Community Health Center Vendor ID #174170-R001

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285	$0	$11,285
2020	502-500891	Payment for Providers	45030203		$0	$0
2021	502-500891	Payment for Providers	45030203		$0	$0
			Subtotal:	$22,670	$0	$22,670
			AU 6146 TOTAL:	$354,658	$129,396	$484,054
			TOTALS:	$2,715,402	$884,958	$3,600,360

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $925,204.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Name: Lisa Morris
Title: Director

Lamprey Health Care

6/31/19
Date

Name: Francis H. Goodspeed
Title: V.P.

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on May 31, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Katelyn Souphakhot
Name and Title of Notary or Justice of the Peace

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires: My Commission Expires November 14, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Name: Christopher G. Aslin
Title: Senior Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand six hundred (1,600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department.

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates.

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.6.4. The Contractor shall utilize Temporary Assistance for Needy Families (TANF) funds on a monthly basis to support outreach and promotional activities.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar and ensure all family planning clinical staff watch a recording of the webinar no later than 30 days from the live webinar event. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

   - Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. <u>Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):</u>

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. **For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

V.P. Board of Directors — 5/31/19

Agency Name — Date

Lamprey Health Care

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials _____
Date 5/31/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

Contractor Initials _____

Date 5/31/19

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY):

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: ____ Numerator: ____ Denominator: ____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** ____ Numerator: ____ Denominator: ____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

Contractor Initials

Date 2/31/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region I Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

- **Denominator:** The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:	
· 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020-June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services.
2. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA006407 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.
5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services
Improving health, preventing disease, reducing costs for all

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center — **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center — **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care — **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care — **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center — **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center — **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center — **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are retroactive (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective retroactive to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation $462,602
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Audrey Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton-Savage, President	

1.13 Acknowledgement: State of NH . County of Rockingham

On Oct. 11, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Michelle L Gaudet

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle Gaudet, Notary

1.14 State Agency Signature Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR OPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

ATS

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AAS
Date 10/11/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials AAS
Date 10/11/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials AAS
Date 10/11/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand six hundred (1,600) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council. approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials AAS

Date 10/11/17

Exhibit B-1 - Budget

Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

1. Total Salary/Wages	$ 379,195.77	$ -	$ 379,195.77	$ 227,178.77	$ -	$ 227,178.77	$ 152,016.00	$ -	$ 152,016.00
2. Employee Benefits	$ 73,479.85	$ -	$ 73,479.85	$ 43,913.85	$ -	$ 43,913.85	$ 29,566.00	$ -	$ 29,566.00
3. Consultants	$ 15,377.21	$ -	$ 15,377.21	$ 15,377.21	$ -	$ 15,377.21	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,087.84	$ -	$ 1,087.84	$ 1,087.84	$ -	$ 1,087.84	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 33,675.93	$ -	$ 33,675.93	$ 13,675.93	$ -	$ 13,675.93	$ 20,000.00	$ -	$ 20,000.00
Office	$ 171.18	$ -	$ 171.18	$ 171.18	$ -	$ 171.18	$ -	$ -	$ -
6. Travel	$ 1,848.93	$ -	$ 1,848.93	$ 1,848.93	$ -	$ 1,848.93	$ -	$ -	$ -
7. Occupancy	$ 22,130.56	$ -	$ 22,130.56	$ 22,130.56	$ -	$ 22,130.56	$ -	$ -	$ -
8. Current Expenses	$ 1,301.82	$ -	$ 1,301.82	$ 1,301.82	$ -	$ 1,301.82	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HR/IT Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin/Finance Nonsalary Allocation	$ 2,800.07	$ -	$ 2,800.07	$ 2,800.07	$ -	$ 2,800.07	$ -	$ -	$ -
	$ 29,870.88	$ -	$ 29,870.88	$ 29,870.88	$ -	$ 29,870.88	$ -	$ -	$ -
TOTAL	$ 560,739.84	$ -	$ 560,739.84	$ 358,157.84	$ -	$ 358,157.84	$ 201,582.00	$ -	$ 201,582.00

Initials AMS
Date 10/11/17

Exhibit B-2 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: TANF
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

	Total Program Cost		Contractor Share/Match		Funded by DHHS contract share		Total
1. Total Salary/Wages	$ 24,124.83	$ -	$ 24,124.83	$ -	$ -	$ -	$ 24,124.83	$ -	$ 24,124.83
2. Employee Benefits	$ 5,594.17	$ -	$ 5,594.17	$ -	$ -	$ -	$ 5,594.17	$ -	$ 5,594.17
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Initials AAS
Date 10/11/17

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 379,195.77	$ -	$ 379,195.77	$ 227,179.77	$ -	$ 227,179.77	$ 152,016.00	$ -	$ 152,016.00
2. Employee Benefits	$ 73,479.85	$ -	$ 73,479.85	$ 43,913.85	$ -	$ 43,913.85	$ 29,566.00	$ -	$ 29,566.00
3. Consultants	$ 15,377.21	$ -	$ 15,377.21	$ 15,377.21	$ -	$ 15,377.21	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,087.84	$ -	$ 1,087.84	$ 1,087.84	$ -	$ 1,087.84	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 33,875.93	$ -	$ 33,875.93	$ 13,875.93	$ -	$ 13,875.93	$ 20,000.00	$ -	$ 20,000.00
Office	$ 171.18	$ -	$ 171.18	$ 171.18	$ -	$ 171.18	$ -	$ -	$ -
6. Travel	$ 1,848.93	$ -	$ 1,848.93	$ 1,848.93	$ -	$ 1,848.93	$ -	$ -	$ -
7. Occupancy	$ 22,130.56	$ -	$ 22,130.56	$ 22,130.56	$ -	$ 22,130.56	$ -	$ -	$ -
8. Current Expenses	$ 1,301.82	$ -	$ 1,301.82	$ 1,301.82	$ -	$ 1,301.82	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Finance/Admin Nonaster Allocation	$ 2,800.07	$ -	$ 2,800.07	$ 2,800.07	$ -	$ 2,800.07	$ -	$ -	$ -
HR/IT Allocation	$ 29,870.88	$ -	$ 29,870.88	$ 29,870.88	$ -	$ 29,870.88	$ -	$ -	$ -
TOTAL	$ 560,739.84	[illegible]	$ 560,739.84	$ 358,137.84	$ -	$ 358,137.84	$ 201,582.00	$ -	$ 201,582.00

Initials AAS
Date 10/11/17

Exhibit B-4 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care

Budget Request for: TANF
(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 24,194.12	$ -	$ 24,194.12	$ -	$ -	$ -	$ 24,194.12	$ -	$ 24,194.12
2. Employee Benefits	$ 5,524.88	$ -	$ 5,524.88	$ -	$ -	$ -	$ 5,524.88	$ -	$ 5,524.88
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 29,719.00	$ -	$ 29,719.00	$ -	$ -	$ -	$ 29,719.00	$ -	$ 29,719.00

Initials AAS
Date 10/11/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

Contractor Initials AAS
Date 10/11/17

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials AAS
Date 10/11/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Lamprey Health Care, Inc.
The State	Name of the Contractor
Lisa Morris	Audrey Ashton-Savage
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Audrey Ashton-Savage
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/11/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 04-025-4401

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance [redacted]y requirements that at a minimum match those for the vendor, including breach notificati[redacted]ents.

3. The vendor will work with the Department to sign and comply with all ap[redacted]tate of New Hampshire and Department system access and authorization policies and procedures, sys[redacted]cess forms, and computer use agreements as part of obtaining and maintaining access to any Departm[redacted]em(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior [redacted]stem access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Family Planning Services Contract

This 2nd Amendment to the Family Planning Services Contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor") a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 054[illegible].

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), as amended by the Department on June 26, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the price limitation and the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,296,000

2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.

3. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #2, Family Planning Clinical Services Guidelines.

4. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #2, New Hampshire Family Planning Information and Education (I&E) Guidelines/Agreement

5. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #2, NH Family Planning Workplan

6. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace with Attachment D, Amendment #2, NH Family Planning Performance Measure Definitions.

7. Delete Attachment E, NH Title X Family Planning Program Data Elements, in its entirety and replace with Attachment E, Amendment #2, NH Family Planning Program Data Elements.

8. Delete Exhibit F, Title X Reporting Calendar and replace with Exhibit F Amendment #2, NH Family Planning Program Reporting Calendar SFY 20-21.

9. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #2, Method and Conditions Precedent to Payment.

10. Add Exhibit B-3, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2020
11. Add Exhibit B-4, Amendment #2 Budget Family Planning Funds, State Fiscal Year 2021
12. Add Exhibit K, DHHS Information Security Requirements

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/14/19
Date

Name: Name: Lisa Morris
Title: Director

Planned Parenthood of Northern New England

Date

Name: Meagan Gallagher
Title: President/CEO

Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on November 5th, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Abby Kendall Coordinator of Board + Executive Affairs
Name and Title of Notary or Justice of the Peace

ABIGAIL KENDALL NOTARY PUBLIC STATE OF VERMONT

My Commission Expires: 1/31/21

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/26/19
Date

Name: CATHERINE PINOS
Title: 11/26/19

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who

are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor shall notify the Department, in writing, if access to Family Planning Services for patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4.4. The Contractor shall notify the Department, in writing, if any project scope changes including clinic closures or reduction in the number of clients served. Written approval by the Department is required and will be reviewed and approved by the Department officials before implementing any project scope changes.

4.5. The Contractor shall make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.6. Clinical Services – Requirements:

4.6.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.6.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.6.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff providing services under this contract must also sign prior to providing direct care and/or education.

4.6.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning.

4.6.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

4.7. STD and HIV Counseling and Testing – Requirements:

4.7.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.7.2. The Contractor shall ensure staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.7.3. The Contractor shall follow all mandated state infectious disease reporting requirements.

4.8. Health Education Materials:

4.8.1. The Contractor providing health education and information materials shall have those materials reviewed and approved by the Medical Director or designated advanced practice provider, to provide feedback on the accuracy and appropriateness of such materials, prior to their release. Examples of material topics include:

4.8.2. Sexually Transmitted Diseases (STD)

4.8.3. Contraceptive methods, pre-conception care

4.8.4. Achieving pregnancy/infertility

4.8.5. Adolescent reproductive health

4.8.6. Sexual violence

4.8.7. Abstinence

4.8.8. Pap tests/cancer screenings

4.8.9. Substance abuse services

4.8.10. Mental health.

4.8.11. The Contractor shall ensure the materials are consistent with the purposes of NH Family Planning Services and are suitable for the population and community for which they are intended.

4.8.12. The Contractor shall submit annually a list of health education materials approved by the Medical Director or designee that are currently being distributed to NH Family Planning Services clients. This list shall include but is not limited to: the title of the material, subject, publisher, date of publication, and date of approval.

4.9. Sterilization Services:

4.9.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.10. Confidentiality:

4.10.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with State and Federal laws.

5. Work Plan

5.1. The Contractor shall develop and submit a final NH Family Planning Services Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report NH Family Planning Services Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set family planning (FP) performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general demographic and clinical data (see Attachment D,), utilizing the data system currently in use by the NH FPP.

8.2. State Clinical Reporting Requirements:

8.2.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department.

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar. A recording of the webinar will be provided and must be watched by all family planning clinical staff within 30 days of live webinar. This training can be used for HRSA Section 318 eligibility requirements, if applicable.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #2, Scope of Services
2. This Agreement is funded with General Funds.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as specified in Exhibit B-3 Budget and Exhibit B-4.
   - 4.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.
   - 4.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.
   - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov
   - 4.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #2, Scope of Services.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Planned Parenthood of Northern New England, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 1,998,151.30	$ 202,093.75	$ 2,200,245.06	$ 1,704,942.16	$ 202,093.75	$1,907,035.92	$ 427,107.98	$ -	$ 427,107.98
2. Employee Benefits	$ 512,033.71	$ 49,967.89	$ 562,001.60	$ 436,897.78	$ 49,967.89	$ 486,865.67	$ 109,448.01	$ -	$ 109,448.01
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,875.31	$ 4,852.83	$ 13,728.13	$ 7,572.95	$ 4,852.83	$ 12,425.77	$ 1,897.11	$ -	$ 1,897.11
Repair and Maintenance	$ 7,297.47	$ 32,999.21	$ 40,296.69	$ 6,226.64	$ 32,999.21	$ 39,225.86	$ 1,559.85	$ -	$ 1,559.85
Purchase/Depreciation	$ 3,550.12	$ 10,676.22	$ 14,226.34	$ 3,029.17	$ 10,676.22	$ 13,705.39	$ 758.84	$ -	$ 758.84
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 81,521.36	$ -	$ 81,521.36	$ 69,558.90	$ -	$ 69,558.90	$ 17,425.32	$ -	$ 17,425.32
Pharmacy	$ 558,895.30	$ -	$ 558,895.30	$ 476,882.89	$ -	$ 476,882.89	$ 119,464.75	$ -	$ 119,464.75
Medical	$ 128,018.28	$ -	$ 128,018.28	$ 109,232.85	$ -	$ 109,232.85	$ 27,364.11	$ -	$ 27,364.11
Office	$ 26,326.13	$ 5,626.29	$ 31,952.42	$ 22,463.03	$ 5,626.29	$ 28,089.32	$ 5,627.25	$ -	$ 5,627.25
6. Travel	$ 52,113.48	$ 7,968.04	$ 60,081.53	$ 44,466.34	$ 7,968.04	$ 52,434.39	$ 11,139.34	$ -	$ 11,139.34
7. Occupancy	$ 364,319.66	$ 22,752.15	$ 387,071.81	$ 310,859.32	$ 22,752.15	$ 333,611.47	$ 77,873.90	$ -	$ 77,873.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 72,085.61	$ 4,758.50	$ 76,844.11	$ 61,507.75	$ 4,758.50	$ 66,266.25	$ 15,408.41	$ -	$ 15,408.41
Postage	$ 19,131.07	$ 606.21	$ 19,737.27	$ 16,323.77	$ 606.21	$ 16,929.97	$ 4,089.30	$ -	$ 4,089.30
Subscriptions	$ 14,202.28	$ 13,216.73	$ 27,419.02	$ 12,118.23	$ 13,216.73	$ 25,334.97	$ 3,035.76	$ -	$ 3,035.76
Audit and Legal	$ -	$ 34,009.25	$ 34,009.25	$ -	$ 34,009.25	$ 34,009.25	$ -	$ -	$ -
Insurance	$ 21,938.62	$ -	$ 21,938.62	$ 18,719.34	$ -	$ 18,719.34	$ 4,689.41	$ -	$ 4,689.41
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 57,100.00	$ 2,861.93	$ 59,961.93	$ 48,721.13	$ 2,861.93	$ 51,583.06	$ 12,205.21	$ -	$ 12,205.21
11. Staff Education and Training	$ 3,587.24	$ 5,404.71	$ 8,991.95	$ 3,060.85	$ 5,404.71	$ 8,465.56	$ 766.78	$ -	$ 766.78
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Printing	$ 9,127.45	$ 86.73	$ 9,214.18	$ 7,788.09	$ 86.73	$ 7,874.82	$ 1,951.01	$ -	$ 1,951.01
Bank fees/Miscellaneous	$ 27,895.76	$ 3,024.23	$ 30,919.98	$ 23,802.33	$ 3,024.23	$ 26,826.55	$ 5,962.76	$ -	$ 5,962.76
Professional Services	$ 122,688.71	$ 97,595.08	$ 220,283.79	$ 104,685.34	$ 97,595.08	$ 202,280.42	$ 26,224.90	$ -	$ 26,224.90
TOTAL	$ 4,088,858.87	$ 498,499.75	$ 4,587,358.62	$ 3,488,858.87	$ 498,499.75	$ 3,987,358.62	$ 874,000.00	$ -	$ 874,000.00

Indirect As A Percent of Direct 12.2%

Contractor Initials [illegible]
Date 11/5/19

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor name: Planned Parenthood of Northern New England, Inc.

Budget Request for: Family Planning Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,058,095.84	$ 208,156.57	$ 2,266,252.41	$ 1,630,987.86	$ 208,156.57	$ 1,839,144.43	$ 427,107.98	$ -	$ 427,107.98
2. Employee Benefits	$ 527,394.72	$ 51,466.93	$ 578,861.65	$ 417,946.71	$ 51,466.93	$ 469,413.64	$ 109,448.01	$ -	$ 109,448.01
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 9,141.56	$ 4,998.41	$ 14,139.97	$ 7,244.45	$ 4,998.41	$ 12,242.86	$ 1,897.11	$ -	$ 1,897.11
Repair and Maintenance	$ 7,516.40	$ 33,989.19	$ 41,505.59	$ 5,956.55	$ 33,989.19	$ 39,945.74	$ 1,559.85	$ -	$ 1,559.85
Purchase/Depreciation	$ 3,656.63	$ 10,996.50	$ 14,653.13	$ 2,897.79	$ 10,996.50	$ 13,894.29	$ 758.84	$ -	$ 758.84
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 83,967.00	$ -	$ 83,967.00	$ 66,541.68	$ -	$ 66,541.68	$ 17,425.32	$ -	$ 17,425.32
Pharmacy	$ 575,662.15	$ -	$ 575,662.15	$ 456,197.40	$ -	$ 456,197.40	$ 119,464.75	$ -	$ 119,464.75
Medical	$ 131,858.83	$ -	$ 131,858.83	$ 104,494.72	$ -	$ 104,494.72	$ 27,364.11	$ -	$ 27,364.11
Office	$ 27,115.91	$ 5,795.08	$ 32,910.99	$ 21,488.66	$ 5,795.08	$ 27,283.74	$ 5,627.25	$ -	$ 5,627.25
6. Travel	$ 53,676.89	$ 8,207.09	$ 61,883.97	$ 42,537.55	$ 8,207.09	$ 50,744.63	$ 11,139.34	$ -	$ 11,139.34
7. Occupancy	$ 375,249.25	$ 23,434.72	$ 398,683.96	$ 297,375.35	$ 23,434.72	$ 320,810.06	$ 77,873.90	$ -	$ 77,873.90
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 74,248.18	$ 4,901.25	$ 79,149.44	$ 58,839.77	$ 4,901.25	$ 63,741.03	$ 15,408.41	$ -	$ 15,408.41
Postage	$ 19,705.00	$ 624.39	$ 20,329.39	$ 15,615.70	$ 624.39	$ 16,240.09	$ 4,089.30	$ -	$ 4,089.30
Subscriptions	$ 14,628.35	$ 13,613.24	$ 28,241.59	$ 11,592.59	$ 13,613.24	$ 25,205.83	$ 3,035.76	$ -	$ 3,035.76
Audit and Legal	$ -	$ 35,029.53	$ 35,029.53	$ -	$ 35,029.53	$ 35,029.53	$ -	$ -	$ -
Insurance	$ 22,596.77	$ -	$ 22,596.77	$ 17,907.36	$ -	$ 17,907.36	$ 4,689.41	$ -	$ 4,689.41
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 58,813.00	$ 2,947.79	$ 61,760.79	$ 46,607.79	$ 2,947.79	$ 49,555.58	$ 12,205.21	$ -	$ 12,205.21
11. Staff Education and Training	$ 3,694.86	$ 5,566.85	$ 9,261.71	$ 2,928.08	$ 5,566.85	$ 8,494.93	$ 766.78	$ -	$ 766.78
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Printing	$ 9,401.28	$ 89.33	$ 9,490.60	$ 7,450.27	$ 89.33	$ 7,539.59	$ 1,951.01	$ -	$ 1,951.01
Bank fees/Miscellaneous	$ 28,732.63	$ 3,114.95	$ 31,847.58	$ 22,769.87	$ 3,114.95	$ 25,884.82	$ 5,962.76	$ -	$ 5,962.76
Professional Services	$ 126,369.37	$ 100,522.93	$ 226,892.31	$ 100,144.47	$ 100,522.93	$ 200,667.41	$ 26,224.90	$ -	$ 26,224.90
TOTAL	$ 4,211,524.64	$ 513,454.75	$ 4,724,979.38	$ 3,337,524.64	$ 513,454.75	$ 3,850,979.38	$ 874,000.00	$ -	$ 874,000.00

Indirect As A Percent of Direct 12.2%

Contractor Initials

Date 11/5/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines, SFY 20

These guidelines detail the minimum required clinical services for Family Planning sub-recipients. The guidelines are designed to outline clinical expectations for the NH Family Planning Program within the NH Department of Health & Human Services (NH DHHS).

Each delegate is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude a sub-recipient from providing a broader scope of services. If a sub-recipient chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. A sub-recipient may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Sub-recipients are expected to provide both contraceptive and preventative health services.

All MDs, APRNs, PAs, nurses, and any other staff member who provides direct care and/or education to clients *must* sign these guidelines. Individual staff signatures indicate their agreement to follow these guidelines.

Approved: _____ Date: _____
Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved: _____ Date: _____
Dr. Amy Paris, MD, MS.
NH Family Planning Medical Consultant

{*Insert Sub-Recipient Name*} agrees to follow these guidelines effective {*Insert Date*}as minimum required clinical services for family planning.

Sub-Recipient Agency Name:

_____

Sub-Recipient Authorizing Signature:

_____

Contractor Initials MG
Date 11/5/19

Name/Title (Please Type Name/Title)	Signature	Date

Contractor Initials MG

Date 11/5/19

NH Family Planning Program: Clinical Services Guidelines

I. Overview:

A. Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**
   The standard package of services includes:
   - Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
   - Cervical and breast cancer screening;
   - Infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request.*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for family planning clients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014 (or most current): http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

  CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecc.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

  Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the NH DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
    - Sexually Transmitted Disease Training: all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually.
    - Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing/achieving pregnancy or to improve sexual reproductive health:
    - Contraceptive services
    - Pregnancy testing and counseling
    - Achieving pregnancy
    - Basic infertility services
    - Preconception health
    - STD services
        - Testing and treatment
        - HIV prevention (i.e. PrEP and PEP)
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
    a) Medical history
    For women:
        - Menstrual history
        - Gynecologic and obstetric history including recent delivery, miscarriage, or termination
        - Contraceptive use including condom use (as primary method or dual protection for STD prevention)
        - Allergies
        - Recent delivery, miscarriage, or termination
        - Any relevant infectious or chronic health conditions

- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Contraceptive use including partner(s) contraception
- Use of condoms (as primary method or when relying on female method, using as dual protection for STD prevention)
- Known allergy to condoms
- Whether partner is currently pregnant or has had a recent miscarriage or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
   - Do you want to become a parent?
   - Do you have any children now?
   - Do you want to have (more) children?
   - How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including: Refer to CDC's "*A Guide to Taking a Sexual History*" https://www.cdc.gov/std/treatment/sexualhistory.pdf
   - Practices: types of sexual activity the client engages in.
   - Pregnancy Prevention: current, past, and future contraception options
   - Partners: number, gender, concurrency of the client's sex partners
   - Protection from STD: condom use, monogamy, and abstinence
   - Past STD history in client & partner (to the extent the client is aware)
   - History of needle use (drugs, steroids, etc.) by client or partner(s)
   - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

   a) Ensure that the client understands:
      - Method effectiveness
      - Correct use of the method
      - Non-contraceptive benefits
      - Side effects
      - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 13-16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

B. <u>Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and the U.S. Office of Population Affairs, 2014: pp 16-17):</u>

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening including screening for sexually transmitted infections as indicated
   d) Other screening services that include:
      - Obtain medical history.
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for

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pregnancy outcomes and should be optimally managed before pregnancy.
  - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
- Screen for intimate partner violence
- Screen for tobacco, alcohol, and substance use
- Screen for immunization status
- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
- Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
      - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

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1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women ≥ 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and U.S. Office of Population Affairs, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography

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- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and U.S. Office of Population Affairs, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered. https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by the NH Family Planning Program that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the NH DHHS Scope of Services or clinical guidelines, sub-recipients are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under the NH DHHS Scope of Services or clinical guidelines, sub-recipients must make efforts to assist the client in identifying payment sources, but sub-recipients are not responsible for payment for these services.

VII. Emergencies

All sub-recipients must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016 https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
    - **CDC MEC and SPR are available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Bedsider: https://www.bedsider.org/
    - Evidence-based resource for contraceptive counseling for patients and providers
- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception
- "Long-Acting Reversible Contraception: Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices
- ACOG LARC program: clinical, billing, and policy resources. https://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception?IsMobileSet=false

- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
    - **Mobile app: Abnormal pap management**

      https://www.asccp.org/store-detail2/asccp-mobile-app
- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf

- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
    - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html
- Expedited Partner Therapy. CDC. https://www.cdc.gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH: https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

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Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
    - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Gynecologic-Practice/Prepregnancy-Counseling?IsMobileSet=false

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx
- American Cancer Society. http://www.cancer.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.

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- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.

Additional Resources:

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

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New Hampshire Family Planning
Information and Education (I&E)
Guidelines/Agreement

To assist delegates in meeting New Hampshire Family Planning Program (NH FPP) I&E requirements, these guidelines include the following:

- All NH FPP sub-recipients shall provide I&E materials that are applicable to the Family Planning Services Scope of Service Exhibit A to inform family planning clients on topics related to sexual and reproductive health.

Review and Approval of Informational and Educational Materials

- Prior to approval, the Medical Director or designee shall:
- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record to document materials reviewed, determinations including approved/rejected, and date of review.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to family planning clients. In addition, sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

_____ _____

Agency Name Date

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC). Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

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AGENCY NAME:_____.
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:
1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years positive for Chlamydia

Goal 1: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Contractor Initials Mg
Date 11/5/19

Objective #1: Sub-recipient will have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC) by June 30, 2020.

☐ Sub-recipient provides documented evidence of provider LARC training by June 30, 2020.

Goal 2: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Objective 2A: Within 30 days of Governor and Council Approval 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval within 30 days of Governor and Council Approval.

Objective 2B: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval within 30 days of Governor and Council Approval.

Goal 3: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about NH FPP priorities.

Objective #3: at the end of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 4: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines, priorities, new developments in reproductive health, and that they have the skills to respond.

Contractor Initials mg

Date 1/5/19

Objective #4: By August 31, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff who participated in family planning services and/or activities to ensure adequate knowledge of family planning policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Goal 5: Provide counseling for minors that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Objective #5: Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors policy for review and approval within 30 days of Governor and Council Approval.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Contractor Initials MG
Date 11/5/19

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY 20 & FY 21. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. Each objective should be **Specific, Measurable, Achievable, Realistic, and Time-phased** (SMART). Each objective must be related and contribute directly to the accomplishment of a stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether the planned activities were effective or not (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

Contractor Initials mg
Date 11/5/19

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement

Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches Care Management Team Clinical Teams Behavioral Health and LCSW staff SWAP materials and SWAP Self-Management Programs and Tools	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate. 2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data) 3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate. 4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc. 5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops. 6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
	1. Director of Quality will analyze data semi-annually to evaluate performance. 2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff Care Transitions Team Care Management Team EHR	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure. 2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission. 3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation Access to local Hospital data	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization 2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.

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Agency Name: **Name of Person Completing Work Plan:**

Program Goal # 3: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #1: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling

Project Objective #1:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials mg
Date 11/5/19

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

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Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES

Contractor Initials mg
Date 11/5/19

	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Performance Measure #2: The percent of female family planning clients < 25 screened for Chlamydia infection.

Project Objective #1:

Contractor Initials _____
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

Contractor Initials mg
Date 11/5/19

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials _____
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Program Goal #2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Project Objective #1:

Contractor Initials MT
Date 11/5/19

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #2:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MS
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc.*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Project Objective #3:

INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019- June 30, 2020*

Contractor Initials MG
Date 11/5/19

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020- June 30, 2021*

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

Contractor Initials MG
Date 11/5/19

NH FAMILY PLANNING
Performance Indicators and Performance Measures Definitions
Fiscal Years 2020-2021

Attachment - D- Amendment # 2

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g._____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Contractor Initials MG
Date 11/5/19

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Contractor Initials MG
Date 11/5/19

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of NH Family Planning Program policies, practices and guidelines.

NH Family Planning Program

Required Reporting Data Elements: Effective SFY 20
The following data elements are required for project monitoring by the NH Family Planning Program for program evaluation.
Age Annual Household Income Birth Sex Breast Exam CBE Referral Chlamydia Test (CT) Contraceptive method initial Date of Birth English Proficiency Ethnicity Gonorrhea Test (GC) HIV Test – Rapid HIV Test – Standard Household size Medical Services Office Visit – new or established patient Pap Smear Patient Number Preconception Counseling Pregnancy Test Primary Contraceptive Method Primary Reimbursement Principle Health Insurance Coverage Procedure Visit Type Provider Type Race Reason for no method at exit RPR Site Visit Date Zip code

Contractor Initials MG

Date 11/5/19

NH Family Planning Program Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval:

- SFY 20 Clinical Guidelines signatures
- SFY 20-21 Family Planning Work Plans
  - Abstinence Policy
  - Minors Counseling Policy – policy should include abstinence education, parental involvement, and ways to resist sexual coercion.
  - STD/HIV Policy

SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	• I&E Material List with Approval Dates • Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)
August 31, 2021	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Performance Measure Outcome Report • Data Trend Tables (DTT) • Clinical Data (HIV & Pap Tests) • FTE/Provider Type

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program.

Contractor Initials MS

Date 11/5/19

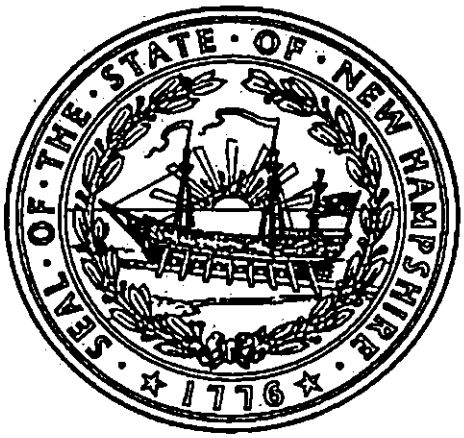
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **77950**

Certificate Number: **0004590457**



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 September A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ann Fowler, of Planned Parenthood Northern New England (PPNNE), do hereby certify that:

1. I am a duly elected Secretary of Planned Parenthood of Northern New England.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of the corporation duly held on November 5, 2019:

> The CEO 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 November 5, 2019.

4. Meagan Gallagher is the duly elected CEO of this corporation.

Anne C Fowler

Anne Fowler, Secretary

STATE OF VERMONT

County of Chittenden

The forgoing instrument was acknowledged before me this 5th day of November of 2019.

By _____.
Notary Public / Justice of the Peace

ABIGAIL KENDALL NOTARY PUBLIC STATE OF VERMONT (NOTARY SEAL)

My commission expires: 1/31/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: healthcare.accountscss@marsh.com Fax: 212-948-1307

CN101357758-WC-30-30-19-20 COL,VT GLWC

INSURED
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.
784 HERCULES DR, SUITE 110
COLCHESTER, VT 05446

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Insurance Company	23841
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010009990-08 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			082695195	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR: $100,000						MED EXP (Any one person)	$ INCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 015425137	01/01/2019	01/01/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE
CONCORD, NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Ricki Fitzsimmons

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The ACORD name and logo are registered marks of ACORD

Mission Statement

To provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.

Planned Parenthood®
of Northern New England

BerryDunn

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE) for the year ended December 31, 2018, and have issued our report thereon dated April 29, 2019. Professional standards require that we communicate to you the following information related to our audit.

SECTION I – REQUIRED COMMUNICATIONS

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

As stated in our engagement letter dated November 11, 2018, our responsibility, as described by professional standards, is to express an opinion about whether the consolidated financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the consolidated financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered PPNNE's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether PPNNE's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on PPNNE's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on PPNNE's compliance with those requirements.

Our responsibility with respect to the schedule of expenditures of federal awards is described in our report issued pursuant to the Uniform Guidance.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by PPNNE are described in Note 1 to the consolidated financial statements. During the year ended December 31, 2018, PPNNE adopted the Financial Accounting Standards Board's Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting are streamlined and clarified. The previous three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. New or revised disclosures in the financial statements are: Note 1 – Basis of Statement Presentation, Note 2 – Liquidity and Availability of Financial Assets, Note 11 – Net Assets, and Note 12 – Endowments.

We noted no transactions entered into by PPNNE during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates are an integral part of the consolidated financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the consolidated financial statements were:

- Management's estimates of the allowance for uncollectible accounts and contributions and allowances for contractual adjustments based on historical data and current contracted reimbursement rates,

- Management's estimate of the value of the beneficial interest in trusts based on current market rates and actuarially determined life expectancy tables,

- Management's estimate of depreciable lives on capital assets based on industry standards, and

- Management's estimates of cost allocations based on estimated utilization of support services by functional cost centers.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the consolidated financial statements are as follows:

- Note 1 – New Accounting Pronouncements
- Note 2 – Liquidity and Availability of Financial Assets
- Note 7 – Line of Credit
- Note 8 – Long-term Debt
- Note 10 – Commitments and Contingencies
- Note 12 – Appropriations from Underwater Endowments

The consolidated financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. An audit adjustment is defined as a proposed correction of the consolidated financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no audit adjustments.

A passed audit adjustment is an adjustment that is not proposed as a current year audit adjustment because the dollar amount of the adjustment is not considered material to the consolidated financial statements. There were no passed audit adjustments.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated as of the date of this letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to PPNNE's consolidated financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as PPNNE's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the schedule of expenditures of federal awards, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. GAAP, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the schedule of expenditures of federal awards to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves.

SECTION II - INTERNAL CONTROL

In planning and performing our audit of the consolidated financial statements of PPNNE as of and for the year ended December 31, 2018, in accordance with U.S. generally accepted auditing standards, we considered PPNNE's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of PPNNE's internal control. Accordingly, we do not express an opinion on the effectiveness of PPNNE's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of PPNNE's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

* * * * * * * * * * * *

We sincerely appreciate the cooperation, courtesy and working environment provided to us by management and the employees of PPNNE during the engagement.

This communication is intended solely for the information and use of the Board of Trustees, Budget and Finance Committee, and management of PPNNE and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows 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.

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

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, 2018, and the consolidated results of their operations, changes in their net assets and their cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Other Matters

Report on Summarized Comparative Information

We have previously audited PPNNE's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 24, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2018 PPNNE adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 29, 2019 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 solely 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 effectiveness of PPNNE's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 29, 2019
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

December 31, 2018
(With Comparative Totals for December 31, 2017)

ASSETS

	Without Donor Restrictions	With Donor Restrictions	**2018 Total**	2017 Total
Current assets				
Cash	$ 6,640,427	$ 992,859	**$ 7,633,286**	$ 6,773,987
Accounts receivable, net	1,634,820	-	**1,634,820**	1,709,090
Contributions receivable, net	729,319	18,977	**748,296**	1,031,221
Other	1,008,001	-	**1,008,001**	1,012,490
Total current assets	10,012,567	1,011,836	**11,024,403**	10,526,788
Property and equipment				
Land	35,657	-	**35,657**	54,157
Buildings	2,598,747	-	**2,598,747**	3,030,500
Leasehold improvements	4,977,416	-	**4,977,416**	4,895,538
Furniture, fixtures and equipment	3,328,301	-	**3,328,301**	3,305,532
Construction-in-progress	825,028	-	**825,028**	119,308
	11,765,149	-	**11,765,149**	11,405,035
Less accumulated depreciation and amortization	(7,450,912)	-	**(7,450,912)**	(7,119,176)
Property and equipment, net	4,314,237	-	**4,314,237**	4,285,859
Other assets				
Contributions receivable, net of current portion	-	65,907	**65,907**	23,378
Long-term investments	3,317,766	1,263,577	**4,581,343**	4,847,426
Other	174,752	405,916	**580,668**	862,167
Total other assets	3,492,518	1,735,400	**5,227,918**	5,732,971
Total assets	$ 17,819,322	$ 2,747,236	**$20,566,558**	$20,545,618

The accompanying notes are an integral part of these consolidated financial statements.

LIABILITIES AND NET ASSETS

	Without Donor Restrictions	With Donor Restrictions	**2018 Total**	2017 Total
Current liabilities				
Current portion of long-term debt	$ 10,500	$ -	**$ 10,500**	$ 10,000
Accounts payable and accrued expenses	869,081	-	**869,081**	997,307
Accrued salaries and benefits	869,502	-	**869,502**	768,663
Other	1,179,831	-	**1,179,831**	1,022,678
Total current liabilities	2,928,914	-	**2,928,914**	2,798,648
Long-term debt, net of current portion	249,511	-	**249,511**	259,767
Total liabilities	3,178,425	-	**3,178,425**	3,058,415
Net assets				
Without donor restrictions	14,640,897	-	**14,640,897**	13,358,214
With donor restrictions	-	2,747,236	**2,747,236**	4,128,989
Total net assets	14,640,897	2,747,236	**17,388,133**	17,487,203
Total liabilities and net assets	$ 17,819,322	$ 2,747,236	**$20,566,558**	$20,545,618

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities

Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)

	Without Donor Restrictions	With Donor Restrictions	2018 Total	2017 Total
Operating revenue and support				
Gross patient service revenue	$ 38,805,985	$ -	$ 38,805,985	$ 38,236,910
Less contractual allowances and discounts	24,084,403	-	24,084,403	23,211,638
Patient service revenue (net of contractual allowances and discounts)	14,721,582	-	14,721,582	15,025,272
Less provision for bad debts	763,092	-	763,092	704,552
Net patient service revenue	13,958,490	-	13,958,490	14,320,720
Grants and contracts	3,891,495	-	3,891,495	3,559,538
Contributions and bequests	6,485,997	238,886	6,724,883	7,328,059
Other	582,993	54,181	637,174	548,258
	24,918,975	293,067	25,212,042	25,756,575
Net assets released from restrictions	973,380	(973,380)	-	-
Total operating revenue and support	25,892,355	(680,313)	25,212,042	25,756,575
Operating expenses				
Program services				
Direct patient services	17,791,280	-	17,791,280	16,432,626
Education and outreach	188,070	-	188,070	132,052
Public policy	2,323,732	-	2,323,732	1,626,944
Marketing and communication	278,696	-	278,696	209,744
Total program services	20,581,778	-	20,581,778	18,401,366
Support services				
General and administrative	2,815,511	-	2,815,511	2,585,306
Fundraising	1,389,606	-	1,389,606	1,165,984
Total support services	4,205,117	-	4,205,117	3,751,290
Total expenses	24,786,895	-	24,786,895	22,152,656
Change in net assets from operations	1,105,460	(680,313)	425,147	3,603,919
Other changes				
Non-operating investment (loss) gain	(349,920)	(174,297)	(524,217)	396,807
Contributions	-	-	-	15,080
Net assets released from restrictions	527,143	(527,143)	-	-
Total other changes	177,223	(701,440)	(524,217)	411,887
Change in net assets	1,282,683	(1,381,753)	(99,070)	4,015,806
Net assets, beginning of year	13,358,214	4,128,989	17,487,203	13,471,397
Net assets, end of year	$ 14,640,897	$ 2,747,236	$ 17,388,133	$ 17,487,203

The accompanying notes are an integral part of these consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2018 Total	2017 Total
Payroll and related costs	$ 10,739,362	$ 144,921	$ 1,192,623	$ 103,716	$ 12,180,622	$ 1,595,257	$ 1,020,507	$ 2,615,764	$ 14,796,386	$13,122,084
Contraceptive supplies	1,954,567	51	-	-	1,954,618	-	-	-	1,954,618	2,068,450
Outside laboratory fees	477,267	-	-	-	477,267	-	-	-	477,267	516,341
Occupancy costs	1,799,342	13,596	138,631	10,091	1,961,660	145,268	55,336	200,604	2,162,264	1,989,820
Medical supplies	697,400	30	-	-	697,430	-	-	-	697,430	701,247
Professional services	584,905	63	201,050	75	786,093	595,646	40,833	636,479	1,422,572	995,742
Advertising	-	-	198,199	122,912	321,111	11,391	350	11,741	332,852	213,782
Insurance and taxes	222,969	248	2,734	145	226,096	12,302	1,008	13,310	239,406	233,984
Printing and postage	58,622	2,912	5,196	37,075	103,805	4,380	66,296	70,676	174,481	190,217
Dues and materials	56,731	4,401	168,522	-	229,654	9,767	2,510	12,277	241,931	175,683
Interest expense	13,096	-	-	-	13,096	-	-	-	13,096	24,685
Other	521,893	21,727	388,291	4,682	936,593	318,556	188,204	506,760	1,443,353	1,165,348
Total expenses before depreciation and amortization	17,126,154	187,949	2,295,246	278,696	19,888,045	2,692,567	1,375,044	4,067,611	23,955,656	21,397,383
Depreciation and amortization	665,126	121	28,486	-	693,733	122,944	14,562	137,506	831,239	755,273
Total expenses	$ 17,791,280	$ 188,070	$ 2,323,732	$ 278,696	$ 20,581,778	$ 2,815,511	$ 1,389,606	$ 4,205,117	$ 24,786,895	$22,152,656

The accompanying notes are an integral part of these consolidated financial statements.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2018
(With Comparative Totals for Year Ended December 31, 2017)

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (99,070)	$ 4,015,806
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	831,239	755,273
Provision for bad debts	763,092	704,552
Revenue from contributed securities	(692,102)	(1,457,623)
Proceeds of contributed securities	692,102	1,457,623
Unrealized/realized loss (gain) on investments	584,446	(433,390)
Contributions restricted to long-term purposes	-	(15,080)
Change in value of beneficial interest in trusts	95,944	(241,753)
Gain on disposal of property and equipment	(223,785)	-
(Increase) decrease in		
Accounts receivable	(688,822)	(1,126,863)
Contributions receivable	210,631	373,508
Other current assets	4,489	(168,065)
Other long-term assets	185,555	55,864
(Decrease) increase in		
Accounts payable and accrued expenses	(339,709)	431,401
Accrued salaries and benefits	100,839	31,414
Other current liabilities	157,153	143,075
Net cash provided by operating activities	1,582,002	4,525,742
Cash flows from investing activities		
Purchases of property and equipment	(746,831)	(461,501)
Proceeds from sale of property and equipment	322,482	-
Proceeds from sale of investments	312,677	1,122,100
Purchases of investments	(631,040)	(1,087,593)
Net cash used by investing activities	(742,712)	(426,994)
Cash flows from financing activities		
Contributions received for long-term purposes	29,765	48,202
Principal payments on long-term debt	(9,756)	(411,063)
Net cash provided (used) by financing activities	20,009	(362,861)
Net increase in cash	859,299	3,735,887
Cash, beginning of year	6,773,987	3,038,100
Cash, end of year	$ 7,633,286	$ 6,773,987
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and accrued expenses	$ 211,483	$ -

The accompanying notes are an integral part of these consolidated financial statements.

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements.

1. Summary of Significant Accounting Policies

New Accounting Pronouncements

In August 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for PPNNE for the year ended December 31, 2018.

In July 2018, FASB issued ASU No. 2018-08, *Not-for-Profit Entities* (Topic 958). The ASU was issued to clarify and improve the accounting guidance for contributions received and contributions made. The ASU is effective for annual periods beginning after December 15, 2018. PPNNE is evaluating the impact that ASU No. 2018-08 will have on its consolidated financial statements and related disclosures.

In May 2014, FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which PPNNE expects to be entitled in exchange for those goods and services. ASU No. 2014-09 will replace most existing revenue recognition guidance in U.S. generally accepted accounting principles (U.S. GAAP) when it becomes effective. ASU No. 2014-09 is effective for the PPNNE's fiscal year ending December 31, 2019. ASU No. 2014-09 permits the use of either the retrospective or cumulative effect transition method. PPNNE is evaluating the impact that ASU No. 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, FASB issued ASU No. 2016-02, *Leases* (Topic 842). The ASU was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities in the statement of financial position and disclosing key information about leasing arrangements. The ASU is effective for annual periods beginning after December 15, 2019. Management is reviewing the guidance in the ASU to determine whether it will have a material effect on PPNNE's financial position or changes in its net assets.

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds. The Action Funds are consolidated since PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards. All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

Use of Estimates

The preparation of the consolidated financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of PPNNE. These net assets may be used at the discretion of PPNNE's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Promises to Give

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

Income Taxes

The Internal Revenue Service has determined that PPNNE and its subsidiaries, the Action Funds, are exempt from taxation under Internal Revenue Code Sections 501(c)(3) and 501(c)(4), respectively. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

PPNNE maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPNNE has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

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 collectibility 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 uncollectible accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for uncollectible accounts. For receivables relating to services provided to patients having third-party coverage, PPNNE analyzes contractually due amounts and provides an allowance for uncollectible accounts and a corresponding provision for bad debts. For receivables relating to self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), PPNNE records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for uncollectible accounts.

The allowance for uncollectible accounts was $930,000 and $758,000 at December 31, 2018 and 2017, respectively. During 2018 and 2017, net write-offs of self-pay accounts were approximately $587,000 and $552,000, respectively. An increase in the self-pay accounts receivable balances led management to increase the allowance for uncollectible accounts by $172,000.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than $1,000 are capitalized.

At December 31, 2018, PPNNE was in the process of renovating its Manchester, New Hampshire and Brattleboro, Vermont locations. As of December 31, 2018, PPNNE had incurred costs of approximately $790,000. Renovations for Brattleboro, Vermont were completed in January 2019 and renovations for Manchester, New Hampshire are expected to be completed in July 2019. The estimated total cost of these projects of $1,300,000 is being funded through restricted donations from a capital campaign.

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 net assets without donor restrictions 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.

Change in Net Assets from Operations

The statement of activities report the change in net assets from operations. The changes in net assets which are excluded from this measurement include investment income greater than amounts eligible to be distributed pursuant to PPNNE's spending policy, contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue

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, 2018 and 2017, net patient service revenue was reduced by $14,787,881 and $14,392,653, respectively, as a result of third-party contractual allowances and other adjustments.

The net patient service revenue percentage by third-party payors and patients for the years ended December 31 was as follows:

	2018	2017
Commercial	66%	68%
Medicare and Medicaid	21	20
Private pay	13	12
	100%	100%

Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges forgone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

The following information measures the level of charity care provided during the years ended December 31:

	2018	2017
Charges foregone, based on established rates	$ 8,311,036	$ 8,070,504
Estimated costs and expenses incurred to provide charity care	$ 5,344,000	$ 4,692,000
Equivalent percentage of charity care charges to patient charges	21.56%	21.18%

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs to charges applied to charity charges forgone.

Functional Allocation of Expenses

PPNNE's expenses are presented on a functional basis, showing basic program activities and support services. PPNNE directly assigns costs based on the organizational cost centers (functional units) in which expenses are incurred or expenses are allocated between support functions and program services based on an analysis of personnel time and space utilized for the related services.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through April 29, 2019, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Liquidity and Availability of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

PPNNE had working capital less assets with restrictions of $5,702,124 and $5,304,437 at December 31, 2018 and 2017, respectively. PPNNE had average days (based on normal expenditures) cash and unrestricted investments on hand of 152 and 143 at December 31, 2018 and 2017, respectively.

At December 31, 2018 and 2017, the following financial assets could readily be available within one year of the statement of financial position date to meet general expenditure:

	2018	2017
Financial assets		
Cash	$ 7,633,286	$ 6,773,987
Accounts receivable, net	1,634,820	1,709,090
Contributions receivable, net	748,296	1,031,221
Grants receivable due in one year or less for operations	397,655	409,384
Investments without board-designation or donor-restrictions	443,433	550,315
Expected appropriation of donor-restricted endowed funds for use over the next 12 months	55,063	54,181
Expected appropriation of board-designated endowed funds for use over the next 12 months	133,360	129,895
Total financial assets	11,045,913	10,658,073
Assets with restrictions		
Board-designated cash for capital acquisitions	(1,642,881)	(1,167,776)
Donor-restricted cash for capital acquisitions	(750,484)	(1,247,627)
Donor-restricted cash for endowment	-	(8,300)
Total assets with restrictions	(2,393,365)	(2,423,703)
Financial assets available to meet general expenditures within one year	$ 8,652,548	$ 8,234,370

PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 7.

3. Accounts Receivable

Accounts receivable consisted of the following:

	2018	2017
Patient accounts receivable	$ 3,514,820	$ 3,339,090
Less allowance for contractual adjustments	(950,000)	(872,000)
Less allowance for uncollectible accounts	(930,000)	(758,000)
	$ 1,634,820	$ 1,709,090

4. Contributions Receivable

Contributions receivable consisted of the following:

	2018	2017
Contributions for		
Operating purposes	$ 755,098	$ 861,850
Operating purposes, time restriction	65,000	170,000
Capital projects	1,000	32,000
Contributions receivable, gross	821,098	1,063,850
Less allowance for uncollectible contributions and unamortized discounts of approximately 2% at December 31, 2018 and 2017	(6,895)	(9,251)
Contributions receivable, net	814,203	1,054,599
Less contributions receivable, current portion	748,296	1,031,221
Contributions receivable, net of current portion	$ 65,907	$ 23,378

Contributions are due as follows at December 31:

	2018	2017
Less than one year	$ 750,458	$ 1,038,846
One to five years	70,640	25,004
Contributions receivable, gross	$ 821,098	$ 1,063,850

5. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided. PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the 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 2.56% and 2.16% discount rate in 2018 and 2017, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following:

	2018	2017
Charitable gift annuities	$ 78,778	$ 112,553
Charitable remainder unitrusts	327,138	573,268
	$ 405,916	$ 685,821

6. Investments

The market value of the investments is as follows:

	2018	2017
Cash and cash equivalents	$ 195,052	$ 94,371
Mutual funds	4,028,205	4,415,409
Exchange traded funds	358,086	337,646
	$ 4,581,343	$ 4,847,426

Investment income (loss) is summarized as follows:

	2018	2017
Interest and dividend income	$ 268,862	$ 170,639
Realized gain	12,976	16,778
Unrealized (loss) gain	(597,422)	416,612
Investment fees	(24,557)	(25,222)
	$ (340,141)	$ 578,807

Net investment (loss) income is reported in the consolidated statement of activities as follows:

	2018	2017
Operating investment income	$ 184,076	$ 182,000
Non-operating investment (loss) income	(524,217)	396,807
	$ (340,141)	$ 578,807

Investments in general are exposed to various risks, such as interest rates, credit and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statement of financial position.

7. Line of Credit

PPNNE has a $1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (5.50% at December 31, 2018). The agreement expires August 1, 2019. Under the terms of the agreement, investments without donor restrictions not to exceed $2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of December 31, 2018 and 2017.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was in compliance with this ratio for the year ended December 31, 2018.

8. Long-Term Debt

Long-term debt consisted of the following:

	2018	2017
Mortgage note payable to People's United Bank, with monthly installments due of $1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	$ 260,011	$ 269,767
Less current portion	10,500	10,000
Long-term debt, excluding current portion	$ 249,511	$ 259,767

Future maturities of long-term debt are approximately as follows:

2019	$ 10,500
2020	11,000
2021	11,500
2022	12,000
2023	12,500
Thereafter	202,511
	$ 260,011

Cash paid for interest approximates interest expense for the years ended December 31, 2018 and 2017.

Under the terms of People's United mortgage note agreement, PPNNE is required to maintain financial covenants, which were met as of December 31, 2018 and 2017.

9. 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 $1,223,186 and $1,120,768 in 2018 and 2017, respectively. Total equipment lease expense was $43,315 and $48,010 in 2018 and 2017, respectively.

Future minimum lease commitments are approximately as follows:

2019	$ 949,000
2020	889,000
2021	668,000
2022	410,000
2023	342,000
Thereafter	709,000
	$ 3,967,000

Rental income relating to subleases under these leases was $12,700 and $17,100 in 2018 and 2017, respectively.

10. 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 determined no such accrual is necessary for the years ended December 31, 2018 and 2017. 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.

11. Net Assets

Net assets without donor restrictions were as follows at December 31:

	2018	2017
Undesignated	$ 11,766,564	$ 10,485,456
Board-designated endowment funds	2,874,333	2,872,758
	$ 14,640,897	$ 13,358,214

Net assets with donor restrictions are available for the following purposes:

	2018	2017
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	$ 944,717	$ 944,717
Laura Fund, income unrestricted	130,429	130,429
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	113,284	113,284
Total funds maintained in perpetuity	1,315,198	1,315,198
Funds maintained with donor restrictions temporary in nature		
Accumulated (loss) earnings on funds maintained in perpetuity	$ (51,622)	$ 117,455
Planned Gifts	405,916	685,821
Laura Fund	51,571	80,014
Other programs	210,689	432,575
Time restriction	65,000	220,299
Capital projects	750,484	1,277,627
Total funds maintained with donor restrictions temporary in nature	1,432,038	2,813,791
Total net assets with donor restrictions	$ 2,747,236	$ 4,128,989

Net assets released from restrictions consisted of the following:

	2018	2017
Operating purpose or time restrictions accomplished		
PPFA - planned gifts	$ 183,961	$ -
Laura Fund	124,699	35,341
Cancer Screening Access Fund	18,718	19,079
CAPS Grant	50,000	58,826
Restricted to other programs	31,488	9,120
Time restrictions met	564,514	1,064,240
	$ 973,380	$ 1,186,606
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	$ 527,143	$ 49,460

12. Endowments

PPNNE's endowments include both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. PPNNE has interpreted the act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund
(2) The purposes of PPNNE and the donor-restricted endowment fund
(3) General economic conditions
(4) The possible effect of inflation and deflation
(5) The expected total return from income and the appreciation of investments
(6) Other resources of PPNNE, and
(7) The investment policies of PPNNE.

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2018 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,263,576	$ 1,263,576
Board-designated endowment funds	2,874,333	-	2,874,333
Total funds	$ 2,874,333	$ 1,263,576	$ 4,137,909

The changes in endowment net assets for the year ended December 31, 2018 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2017	$ 2,872,758	$ 1,432,653	$ 4,305,411
Investment return			
Investment income	136,653	55,072	191,725
Net depreciation	(414,479)	(169,968)	(584,447)
Total investment loss	(277,826)	(114,896)	(392,722)
Contributions	1,575	-	1,575
Transfers from undesignated net assets	407,721	-	407,721
Endowment assets appropriated for expenditure	(129,895)	(54,181)	(184,076)
Endowment net assets, December 31, 2018	$ 2,874,333	$ 1,263,576	$ 4,137,909

The endowment net assets composition by type of fund as of December 31, 2017 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,432,653	$ 1,432,653
Board-designated endowment funds	2,872,758	-	2,872,758
Total funds	$ 2,872,758	$ 1,432,653	$ 4,305,411

The changes in endowment net assets for the year ended December 31, 2017 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2016	$ 2,737,758	$ 1,300,677	$ 4,038,435
Investment return			
Investment income	30,162	40,429	70,591
Net appreciation	98,515	129,790	228,305
Total investment return	128,677	170,219	298,896
Contributions	135,000	15,080	150,080
Endowment assets appropriated for expenditure	(128,677)	(53,323)	(182,000)
Endowment net assets, December 31, 2017	$ 2,872,758	$ 1,432,653	$ 4,305,411

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature exist in 4 donor-restricted endowment funds, which together have an original gift value of $1,264,640, a current fair value of $1,212,005, and an accumulated deficiency of $52,635 as of December 31, 2018. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that was deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of December 31, 2017.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of five percent above the rate of inflation plus costs of managing the investments.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution $184,076 and $182,000 for operating purposes for the years ended December 31, 2018 and 2017, respectively, which are included in other operating revenue and support in the consolidated statement of activities. Earnings on board-designated endowment funds in excess of appropriations are available for operations and are reported as investment return without donor restrictions.

13. Fair Value Measurements

FASB Accounting Standards Codification (ASC) Topic 820-10-20, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets measured at fair value on a recurring basis were as follows:

	Fair Value Measurements at December 31, 2018			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 195,052	$ 195,052	$ -	$ -
Mutual funds	4,028,205	4,028,205	-	-
Exchange traded funds	358,086	358,086	-	-
Investments	$ 4,581,343	$ 4,581,343	$ -	$ -
Contributions receivable	$ 814,203	$ -	$ -	$ 814,203
Charitable gift annuities	$ 78,778	$ -	$ 78,778	$ -
Charitable remainder unitrusts	327,138	-	327,138	-
Beneficial interest in trusts	$ 405,916	$ -	$ 405,916	$ -

	Fair Value Measurements at December 31, 2017			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 94,371	$ 94,371	$ -	$ -
Mutual funds	4,415,409	4,415,409	-	-
Exchange traded funds	337,646	337,646	-	-
Investments	$ 4,847,426	$ 4,847,426	$ -	$ -
Contributions receivable	$ 1,054,599	$ -	$ -	$ 1,054,599
Charitable gift annuities	$ 112,553	$ -	$ 112,553	$ -
Charitable remainder unitrusts	573,268	-	573,268	-
Beneficial interest in trusts	$ 685,821	$ -	$ 685,821	$ -

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 3 assets is based upon the present value of expected cash flows using current market interest rates.

Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	Contributions Receivable
December 31, 2016	$ 1,461,229
Contributions/additions	1,236,932
Receipts	(1,643,562)
December 31, 2017	1,054,599
Contributions/additions	**1,666,355**
Receipts	**(1,906,751)**
December 31, 2018	**$ 814,203**

Planned Parenthood®
of Northern New England

Planned Parenthood of Northern New England
Board of Trustees 2019 – 2020

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Concord, NH 03302-2703

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Tabitha Moore
Wallingford, VT 05773

Kesha Ram
Burlington, VT 05401

Steven W. Sinding
Bondville, VT 05340

MEAGAN GALLAGHER

[redacted]

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

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

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

DONNA L. BURKETT, MD

Curriculum Vitae
Medical Director
Planned Parenthood of Northern New England
Office phone: [redacted]
Email [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
- Security and compliance oversight
- Strategic planning, new program implementation

Feb 2011-2014 **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines

July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:

- Oversight and evaluation of physician and clinical employees
- Quality and risk management oversight for high-risk services in 12 health centers through 4 states
- Protocol review and oversight
- New clinical program innovation and implementation

July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville, NC. Duties include:

- Starting and running a teaching vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005 **Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice**, Asheville, NC. Activities included:

- Established Family Medicine side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000 **All Women's Health Center**, Portland and Eugene, OR. Part-time, contractual work in a non-profit reproductive health organization serving low-income women.

1998 - 1999 **Family Practitioner, North Portland Clinic, Providence Health System**, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998 **Family Practice Resident, OHSU**, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging conferences, teaching, and trouble-shooting

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2013	**Advanced Life Support in Obstetrics (ALSO) Instructor Certification**, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	**Fundamentals of Management Course**, AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	**Semester Abroad, Institute d'Etude Francais**, Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2014-present	Member, Maine Medical Association
2014-present	Member, New Hampshire Medical Society
2014-present	Member, Vermont Medical Society
2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-2014	Member, NC Academy of Family Physicians
2001-5, 2012 –14	Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2017-present	Medical Directors Council of PPFA (MeDC) President
2016	MeDC Representative to ACEC
2006 – present	MeDC member
2010 -- 2016	Member, Medical Advisory Board, AFAXYS
2012 – 2013	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

Kai **Williams**

[redacted]

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

443 Congress St, 3rd floor • Portland, ME • 04101 • WORK (207)687-3294 • CELL (207)232-1325 • E-MAIL kai.williams@ppnne.org

Yvonne Lockerby

[redacted]

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, *Colchester, VT* September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, *Essex Jct. VT* January 2009 – September 2010

Account Manager

- Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, *Williston VT* January 2007 – August 2008

District Sales Manager

- Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, *South Burlington VT* September 2003 – December 2006

Sales Development and Customer Service Center Manager

- Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- Served as the primary liaison between client service executives, sales development, and the customer service center
- Created and implemented quality and sales programs utilized in all functional areas

Verizon, *South Burlington VT* December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, *New Britain CT*
A.S. Degree

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.

Kathryn B. Laing

Professional experience

Director for Governmental Grants
Planned Parenthood of Northern New England
Colchester, Vermont

Reporting line: Yvonne Lockerby, VP for Centralized Services
Dates: March 2018 - present

Development Manager
Fletcher Free Library
Burlington, Vermont

Reporting line: Mary Danko, Library Director
Dates: March 2014 – to present

Grants & Contracts Manager
Lund Family Center
Burlington & South Burlington, Vermont

Reporting line: Elizabeth Knox, then Director of Development at Lund
Dates of employ: September 2011 – February 2014

Grants Manager
International Center for Tropical Agriculture – CIAT (Spanish acronym), a CGIAR center located in Cali, Colombia

Reporting line: Albin Hubscher, then Deputy Director General for Corporate Services
Dates: July 2005 – June 2009

Various positions between January 1996- June 2005
International Center for Tropical Agriculture – CIAT (Spanish acronym)
Cali, Colombia

Education

- MA in International Relations – Australian National University (ANU), Canberra, Australia.
  Dates: February 2001 – June 2003
- Cambridge Certificate in Teaching English as a Foreign Language to Adults (CTEFLA). UK, 1993
- BA in Psychology & History – Australian National University (ANU), Canberra, Australia
  Dates: 1989 – 1992
- School:
  - Frensham School, Mittagong, Australia – 11-12th grade
  - Colegio Bolívar, Cali, Colombia – K-10th grade

Skills / Interests

- Bilingual English and Spanish. Excellent written English & Spanish
- Results Based Accountability (RBA) Trainer
- Advanced management of MS Office programs; developed knowledge of database development & management; well versed in diverse fundraising software.
- A leader and team player. An experienced multi-tasker, who works well under pressure.

Planned Parenthood of Northern New England
Family Planning grant

Key Personnel

Name	Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meagan Gallagher	CEO	$236,086.50	0%	$ -
Heather Bushey	CFO	$137,845.50	0%	$ -
Donna Burkett	Medical Director	$223,977.00	20.17%	$45,169.44
Kai Williams	VP of Health Center Operations	$122,401.50	20.17%	$24,684.71
Yvonne Lockerby	VP of Centralized Operations	$107,679.00	20.17%	$21,715.62
Sarah McGinnis	Director of RQM & Security	$ 68,133.00	20.17%	$13,740.38
Kath Laing	Director of Gov't Grants	$ 58,578.00	20.17%	$11,813.43

A mae

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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June 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with the vendors listed below in bold, to provide Family Planning Services by increasing the price limitation by $1,740,506 from $3,800,360 to $5,540,866, and by extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Executive Council approval. 52% Federal Funds, 48% General Funds.

Vendor Name	Vendor Number	Location	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget	G&C Approval
Coos County Family Health	155327-B001	Berlin, NH	$314,540	$0	$314,540	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Lamprey Health Care	177677-R001	Nashua, NH	$925,204	$0	$925,204	O: 11/08/2017 Item #21A A01: 06/19/19 Item #78F
Manchester Community Health Center	157274-B001	Manchester, NH	$530,172	$0	$530,172	O: 11/08/2017 A01: 06/19/19 Item #78F
Community Action Program – Belknap Merrimack Counties, Inc.	**177203-B003**	**Concord, NH**	**$431,864**	**$341,926**	**$773,790**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**

Concord Hospital, Inc. Family Health Center	**177653-B011**	**Concord, NH**	**$259,098**	**$259,098**	**$518,196**	**O: 11/08/2017 Item #21A** **A01: 08/14/2018**
Equality Health Center	**257562-B001**	**Concord, NH**	**$179,800**	**$179,800**	**$359,600**	**O: 11/08/2017 Item #21A**
Joan G. Lovering Health Center	**175132-R001**	**Greenland, NH**	**$222,896**	**$222,896**	**$445,792**	**O: 11/08/2017 Item #21A**
Planned Parenthood of Northern New England	**177628-R002**	**Portland, ME**	**$548,000**	**$548,000**	**$1,096,000**	**O: 11/08/2017 Item #21A**
White Mountain Community Health Center	**174170-R001**	**Conway, NH**	**$188,786**	**$188,786**	**$377,572**	**O: 11/08/2017 Item #21A**
Mascoma Community Health Care, Inc.	TBD	Canaan, NH	$200,000	$0	$200,000	O: 11/08/2017
		Total	**$3,800,360**	**$1,740,506**	**$5,540,866**	

Funds are anticipated to be available in the accounts included in the attached fiscal details for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of family planning programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

Approximately 3,075 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) remaining years at this time.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Program services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections due to substance abuse.

The contracted vendors are performing and meeting their contractual obligations and performance requirements. Family planning services allow men and women to prevent unintended pregnancies and adequately space births for improved maternal and infant outcomes. Family planning also gives individuals the opportunity to increase personal advancements in careers and education. Each vendor provides contraception, sexual transmitted disease testing and treatment, basic infertility services, annual primary care services and other services including breast and cervical cancer screenings, and confidential teen health services. This program allows individuals to decide if and when they would like to have children which leads to positive health outcomes for infants, women, and families.

The effectiveness of the services delivered by the vendors listed above will be measured through monitoring the following performance measures:

- The percent of clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, were males, and under twenty (20) years of age.
- The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.
- The proportion of women under twenty-five (25) screened for Chlamydia and tested positive.
- The percent of family planning clients of reproductive age who receive preconception counseling.
- The percent of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method of birth control.
- The percentage of family planning clients who received STD/HIV reduction education.

Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health disparities which could increase health care costs for the State's citizens.

Area served: Statewide

Source of Funds: 52% Federal Funds from the Office of Population Affairs; US Department of Health and Human Services, Administration for Children and Families, and 48% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Planned Parenthood of Northern New England, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 784 Hercules Drive, Suite 110 Colchester, VT 05446.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 8, 2017 (Item #21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,096,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.

6. Delete Attachment A, Clinical Services Guidelines in its entirety and replace with Attachment A, Amendment #1, Clinical Services Guidelines.

7. Delete Attachment B, Title X Family Planning Information and Education Guidelines in its entirety and replace with Attachment B, Amendment #1, Family Planning Information and Education Guidelines.

8. Delete Attachment C, Family Planning Workplan in its entirety and replace with Attachment C, Amendment #1, Family Planning Workplan

9. Delete Attachment D, Family Planning Performance Measure Definitions in its entirety and replace

with Attachment D, Amendment #1, Family Planning Performance Measure Definitions.

10. Delete Attachment E, NH Title X Family Planning Program Data Elements in its entirety and replace with Attachment E, Amendment #1, NH Title X Family Planning Program Data Elements.
11. Delete Attachment F, Reporting Calendar in its entirety and replace with Attachment F, Amendment #1, Reporting Calendar.
12. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B, Amendment #1, Method and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/12/19
Date

Name: Lisa Morris
Title: Director DPHS

Planned Parenthood of Northern New England

6/6/19
Date

Name: Meagan Gallagher
Title: President / CEO

Acknowledgement of Contractor's signature:

State of Vermont, County of Chittenden on June 6th 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Abby Kendall
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/31/19

ABIGAIL KENDALL NOTARY PUBLIC STATE OF VERMONT

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/19/2019
Date

Name: Nancy J. Smith
Title: Sr. Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated

solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually as instructed by the Department. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.4.5. The Contractor shall have at least one (1) clinical provider proficient in the insertion and removal of Long Acting Reversible Contraception (LARC).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC

models/tools.

4.6. Health Education Materials:

4.6.1. The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.2. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.3. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.3.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health.

4.6.4. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

10.1.1. The Contractor shall designate at least two (2) family planning clinical staff to participate in the yearly STD training webinar. A recording of the webinar will be provided and must be watched by all family planning clinical staff within 30 days of live webinar. *This training can be used for HRSA Section 318 eligibility requirements, if applicable.*

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services. The broad range of services does not include abortion as a method of family planning.

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements:

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

   - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):** **http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf**

   - **With supporting guidelines from:**
     US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm

     U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current): http://dx.doi.org/10.15585/mmwr.rr6504a1

     CDC STD & HIV Screening Recommendations, 2016 (or most current) http://www.cdc.gov/std/prevention/screeningRecs.htm

     CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current): https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

     CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force: http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

American Society of Colposcopy and Cervical Pathology (ASCCP)

Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**

The standard package of services includes:

- Comprehensive family planning services including: client education and counseling; health history; physical assessment; laboratory testing;
- Cervical and breast cancer screening;
- Infertility services (Level I) (medical history including reproductive history, sexual health assessment, physical examination, and referral for further diagnosis as needed);
- Pregnancy diagnosis and counseling regarding prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination;
- Services for adolescents;
- Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

4. **Assurance of confidentiality must be included for all sessions where services are provided.**

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**

- Sexually Transmitted Disease training: all family planning clinical staff members must either participate in the live or recorded webinar session(s) annually.

- Family Planning Basics (Family Planning National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
- Title X Orientation, Program Requirements for Title X Funded Family Planning Projects: all family planning staff (administrative and clinical) must complete and maintain a training certificate on file. https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

A. Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13):

The following steps should help the client adopt, change, or maintain contraceptive use:

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
      For women:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse

- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STD: condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision making approach presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods).

a) Ensure that the client understands:
- Method effectiveness
- Correct use of the method
- Non-contraceptive benefits
- Side effects
- Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down).

5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement; or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.

7. Counseling adolescent clients should include a discussion on:
   a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: is an effective way to prevent pregnancy and STDs

B. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.

a) Title X requires agencies to offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
   - Prenatal care and delivery
   - Infant care, foster care, or adoption
   - Pregnancy termination

b) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility

C. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1. For women:
   a) Counsel on the need to take a daily supplement containing folic acid
   b) Discussion of reproductive life plan
   c) Sexual health assessment screening
   d) Other screening services that include:
      - Obtain medical history
      - Screen for intimate partner violence
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status

- Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
- Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
- Screen for hypertension by obtaining Blood Pressure (BP)
- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)

2. For Men:
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include:
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Provide additional STD testing as indicated
   c) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.

3. Treat client if positive for STD and his/her partner(s) in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.

4. Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

1. Medical History
2. Cervical Cytology
3. Clinical Breast Examination or discussion
4. Mammography
5. Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

IV. Summary (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 22- 23):

A. **Checklist of family planning and related preventive health services for women:** Appendix B

B. **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations. In addition, provide comprehensive contraception services as described above to meet family planning guidelines.

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines.

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities. Initial screening includes: family history of client and partner.

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site. Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings. These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

- US Preventive Services Task Force (USPSTF) http://www.uspreventiveservicestaskforce.org.
- National Guidelines Clearinghouse (NGCH) http://www.guideline.gov.
  - American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services
- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http://www.cdc.gov/std/treatment/.
- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http://www.acog.org. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore.
- American Society for Colposcopy and Cervical Pathology (ASCCP) http://www.asccp.org.
- American Society for Reproductive Medicine (ASRM) http://www.asrm.org.
- American Cancer Society. http://www.cancer.org/.
- North American Society of Pediatric and Adolescent Gynecology http://www.naspag.org/.
- Agency for Healthcare Research and Quality http://www.ahrq.gov/clinic/cpgsix.htm.
- Partners in Information Access for the Public Health Workforce http://phpartners.org/guide.html.
- "Emergency Oral Contraception," ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. For article, see: "ACOG Recommendations on Emergency Contraception Am Fam Physician. 2010 Nov 15;82(10):1278. Armstrong C.
- *ACOG Committee Opinions* represent an ACOG committee's assessments of emerging issues in obstetric and gynecologic practice. Committee *Opinions* provide timely guidance on ethical concerns, new practice techniques and controversial topics. Published in the ACOG journal, *Obstetrics and Gynecology*, *Committee Opinions* are peer reviewed regularly to guarantee accuracy. www.acog.org/Resources-And-Publications/Committee-Opinions-List.
- *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2006. This valuable resource contains all the relevant documents issued by ACOG and its committees with a complete subject index for easy reference. *Note – All ACOG materials can be purchases by calling* 1-800-762-2264 or through the Bookstore on the ACOG Web site: http://www.acog.org/Resources_And_Publications.

- US Medical Eligibility for Contraceptive Use, 2016. http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm
- AIDS info (DHHS) http://www.aidsinfo.nih.gov/.
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014. http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299
- U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html
- Contraceptive Technology, Hatcher, et al. 21st Revised Edition. http://www.contraceptivetechnology.org/the-book/
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http://www.whijournal.com.
- American Medical Association, Information Center http://www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http://www.hrsa.gov/index.html.
- "Reproductive Health Online (Reproline)", Johns Hopkins University http://www.reprolineplus.org.
- Emergency Contraception: www.arhp.org/topics/emergency-contraception.
- Condom Effectiveness: http://www.cdc.gov/condomeffectiveness/index.html

Additional Web Sites Related to Family Planning

- American Society for Reproductive Medicine: http://www.asrm.org/
- Centers for Disease Control & Prevention A to Z Index, http://www.cdc.gov/az/b.html
- Emergency Contraception Web site http://ec.princeton.edu/
- Office of Population Affairs: http://www.hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates.
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

Department of Health and Human Services Regions http://www.hhs.gov/opa/regional-contacts

Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement

To assist delegates in meeting Title X I&E advisory committee and community participation requirements, these guidelines include the following sections:

- Review and Approval of Informational and Educational Materials - Title X Requirements
- I&E Advisory Committee Organization, Membership, Function & Meetings
- Community Participation

Review and Approval of Informational and Educational Materials – Title X Requirements

An advisory board of five to nine members (the size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office) who are broadly representative of the community must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X. Oversight responsibility for the I&E committee(s) rests with the grantee. The grantee may delegate the I&E operations for the review and approval of materials to delegate/contract agencies.

The I&E committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

I&E Advisory Committee Organization, Membership, Function & Meetings

Suggestions for Committee Organization and Membership:

- A community participation committee may serve as your I&E advisory committee if it meets Title X requirements.
- Check to see if your health department staff or agency upper management if there is an existing committee that can serve as your I&E advisory committee.
- Identify other health department or agency program committees with broad based community representation that may serve as your advisory committee i.e. school-based health centers; public health advisory; alcohol and drug programs. In-house agency staff cannot serve as committee members.
- Identify community groups, organizations or individuals broadly representative of your community and client population.
- Select five to nine members, with more than five members, you will meet the Title X requirement without member recruitment when someone leaves the committee.

Suggestions for I&E Advisory Committee Communication (Note: I&E advisory committee meetings are recommended, but not required by Title X):

- Meet on an "ad hoc" basis to review materials, meet annually, provide orientation meetings for new committee members, or meet via conference calls.
- Communicate with committee members by e-mail, phone, fax or mail for each material review.

I&E Advisory Committee Membership Description (For committee member recruitment or orientation, you can use this description):

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Community Participation

Title X grantees and delegate/contract agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project (1) by persons broadly representative of all significant elements of the population to be served, and (2) by persons in the community knowledgeable about the community's needs for family planning services. Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services. Each family planning project must provide for community education programs. The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial. The I&E advisory committee may serve the community participation function if it meets the above requirements or a separate group may be identified. In either case, the grantee project plan must include a plan for community participation. The community participation committee must meet annually or more often as appropriate.

Suggestions for Community Participation:

- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
  - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
  - Offer feedback about your family planning program strengths and suggest areas needing improvement.

- Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

NH DHHS Requirements

On a yearly basis, sub-recipients will be required to submit a comprehensive master list with the date of review along with the educational and informational materials that are currently being distributed or are available to Title X clients. In addition sub-recipients will be required to provide written documentation explaining specifically how records will be maintained as well as how old materials will be expired.

Planned Parenthood of Northern New England
Agency Name

06/06/2019
Date

Title X Family Planning Program Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client*-centered and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the most current *Quality Family Planning* (QFP). These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably in the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Incorporation of the most current Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- Efficiency and effectiveness in program management and operations;
- Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC) and fertility awareness based methods, other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR)), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

AGENCY NAME:_____
WORKPLAN COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 2020, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 20 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Through June 2021, FPP delegate agencies will provide services to:

1a. ___ clients will be served
1b ___ clients <100% FPL will be served
1c. ___ clients <250% FPL will be served
1d. ___ clients <20 will be served
1e. ___ clients on Medicaid will be served
1f. ___ male clients will be served

SFY 21 Outcome

1a. ___ Clients served
1b ___ Clients <100% FPL
1c. ___ Clients <250% FPL
1d. ___ Clients <20
1e. ___ Clients on Medicaid
1f. ___ Clients – Male
1g. ___ Women <25 years positive for Chlamydia

Contractor Initials MG
Date 6/6/19

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

Performance Measure #5: 100% of sub recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Performance Measure #6: By August 31, 2019, 100% of sub recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients.

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 2019 (or within 30 days of Governor and Council Approval).

Goal 4: Provide appropriate education and networking to make vulnerable populations aware of the availability of family planning services and to inform public audiences about Title X priorities.

Performance Measure #7: By August 31st, of each SFY, sub recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services.

☐ Sub-recipient provides grantee a copy of completed SFY20 outreach & education report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 outreach & education report by August 31, 2021.

Goal 5: The NH FPP program will provide appropriate training and technical assistance to assure that New Hampshire service providers are fully aware of federal guidelines and priorities and of new developments in reproductive health and that they have the skills to respond.

Performance Measure #8: By August 31st, of each SFY, sub recipients will submit an annual training report for clinical & non-clinical staff that participated in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

☐ Sub-recipient provides grantee a copy of completed SFY20 annual training report by August 31, 2020.

☐ Sub-recipient provides grantee a copy of completed SFY21 annual training report by August 31, 2021.

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure #1:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure #2:** The percent of female family planning clients < 25 screened for Chlamydia infection.
- **Performance Measure #4:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. **SFY 20 Agency Target:** **SFY 21 Agency Target:**	**Goal 3:** **Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: The percent of female family planning clients ≤ 25 screened for Chlamydia infection. **State Minimum Target: 70%** **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #4: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS) **SFY 20 Target:** **SFY 21 Target:**	**Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.**
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTVITIES	**SFY 21 Outcome:** _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

SFY 20 Outcome: *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020*

SFY 20 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY21*

_____ **Revised Workplan Attached** (Please check if workplan has been revised)

SFY 21 Outcome: *Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021*

SFY 21 Outcome: ____%

Numerator: _____%
Denominator: _____%

_____ Target/Objective **Met**

_____ Target/Objective **Not Met**

Narrative: *Explain what happened during the year that contributed to success i.e. PDSA cycles etc. OR Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for SFY22*

Contractor Initials MY
Date 6/4/19

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b. ___ clients < 100% FPL will be served
1c. ___ clients < 250% FPL will be served
1d. ___ clients < 20 years of age will be served
1e. ___ clients on Medicaid at their last visit will be served
1f. ___ male clients will be served

SFY	Outcome
1a. _____	clients served
1b. _____	clients <100% FPL
1c. _____	clients <250% FPL
1d. _____	clients <20years of age
1e. _____	clients on Medicaid
1f. _____	male clients
1g. _____	women <25 years positive for Chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of clients under 250% FPL in the family planning caseload.

Goal: To increase access to reproductive services by low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of clients under 20 years of age in the family planning caseload.

Goal: To increase access to reproductive services by adolescents.

Definition: **Numerator:** Total number of teens served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of clients served in the family planning program that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services by Medicaid clients.

Definition: **Numerator:** Number of clients with Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of clients who are males in the family planning caseload.

Goal: To increase access to reproductive services by males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Region 1 Data System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 screened for Chlamydia and tested positive.

Goal: To improve diagnosis of asymptomatic Chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of women <25 that tested positive for Chlamydia.

Denominator: The total number of women <25 screened for Chlamydia.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who receives preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < age 25 screened for Chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk for this STD.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25.

Denominator: Total number of female clients < age 25.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method

Goal: To improve utilization of most and most effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy that is provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended

Contractor Initials MG

Date 6/6/19

pregnancy

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a LARC (implants or intrauterine devices or systems (IUD/IUS)) method.

Goal: To improve utilization of LARC contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Region 1 Data System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods including abstinence to prevent unintended pregnancy, STD and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Client Health Records

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. All sites are required to make one contact annually with the local DCYF office. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure calls for the FP delegate to submit an annual training report for clinical & non-clinical staff that participate in family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) ata Elements: Effective July 1, 2017	**Additional Data Elements Proposed for FPAR 2.0:**
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Counseling to Achieve Pregnancy
Breast Exam	CT Test Result
CBE Referral	Date of Last HIV test
Chlamydia Test (CT)	Date of Last HPV Co-test
Contraceptive method initial	Date of Pap Tests Last 5 years
Date of Birth	Diastolic blood pressure
English Proficiency	Ever Had Sex
Ethnicity	Facility Identifier
Gonorrhea Test (GC)	GC Test Result
HIV Test – Rapid	Gravidity
HIV Test – Standard	Height
Household size	HIV Referral Recommended Date
Medical Services	HIV Referral Visit Completed Date
Office Visit – new or established patient	How Contraceptive Method(s) Provided at Exit
Pap Smear	HPV Test Result
Patient Number	Method(s) Provided At Exit
Preconception Counseling	Parity
Pregnancy Test	Pregnancy Intention
Primary Contraceptive Method	Pregnancy Status Reporting
Primary Reimbursement	Reason for no contraceptive method at intake
Principle Health Insurance Coverage	Sex Last 12 Months
Procedure Visit Type	Sex Last 3 Months
Provider Type	Smoking status
Race	Systolic blood pressure
Reason for no method at exit	Weight
RPR	
Site	
Visit Date	
Zip code	

Family Planning Reporting Calendar SFY 20-21

Due within *30 days* of G&C approval: · 2019 Clinical Guidelines signatures · SFY 20-21 FP Work Plans	
SFY 20 (July 1, 2019-June 30, 2020)	
Due Date:	**Reporting Requirement:**
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 3, 2020	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 1, 2020	Pharmacy Protocols/Guidelines
May 29, 2020	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
SFY 21 (July 1, 2020- June 30, 2021)	
Due Date:	**Reporting Requirement:**
August 31, 2020	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
October 2, 2020	Public Health Sterilization Records (July-September)
January 8, 2021	Public Health Sterilization Records (September - December)
January 15, 2021	· FP Source of Revenue for FPAR · Clinical Data for FPAR (HIV & Pap Tests) · Table 13: FTE/Provider Type for FPAR
April 2, 2021	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 7, 2021	Pharmacy Protocols/Guidelines
May 28, 2021	· I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

August 31, 2021	· Patient Satisfaction Surveys · Outreach and Education Report · Annual Training Report · Work Plan Update/Outcome Report · Data Trend Tables (DTT)
TBD	**2021 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A - Amendment #1, Scope of Services
2. This Agreement is funded from State General Funds.
3. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

   4.1. Utilize budget forms as provided by the Department.

   4.2. Submit a budget for State Fiscal Years 2020 and 2021 that does not exceed funding available for each state fiscal year for Department review and approval.

   4.3. Submit a budget narrative and staff list for State Fiscal Years 2020 and 2021 in accordance with the budgets submitted, as approved by the Department, in accordance with Subsection 4.2, above.

   4.4. Agree that budget forms, budget narratives and staff lists provided and approved by the Department in accordance with this Section 4 shall be incorporated by reference into this agreement no later than thirty (30) days from the date of Governor and Executive Council approval.

5. Payment for said services shall be made monthly as follows:

   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line items, as detailed in Section 4, above.

   5.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month.

   5.3. The Contractor shall ensure each invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice subsequent to approval of the submitted invoice and only if sufficient funds are available.

   5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHScontractbilling@dhhs.nh.gov

   5.6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A - Amendment #1, Scope of Services.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

21A amended

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF
Public Health Services

October 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed $2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019 69.73% Federal Funds, 30.27% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	$259,098
Coos County Family Health	Berlin, NH	155327-B001	$157,270
Equality Health Center	Concord, NH	257562-B001	$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	$188,786
		Total:	**$2,915,402**

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)
**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)

FISCAL DETAIL SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

CFDA #93.217 **FAIN# FPHPA016248** **69.73% Federal and 30.27% General**

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			Subtotal:	*$341,236*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$96,517
2019	102-500731	Contracts for Program Services	90080203	$96,517
			Subtotal:	*$193,034*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$66,274
2019	102-500731	Contracts for Program Services	90080203	$66,274
			Subtotal:	*$132,548*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$78,400
2019	102-500731	Contracts for Program Services	90080203	$78,400
			Subtotal:	*$156,800*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$99,948
2019	102-500731	Contracts for Program Services	90080203	$99,948
			Subtotal:	*$199,896*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$201,582
2019	102-500731	Contracts for Program Services	90080203	$201,582
			Subtotal:	*$403,164*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$109,925
2019	102-500731	Contracts for Program Services	90080203	$109,925
			Subtotal:	*$219,850*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$77,382
2019	102-500731	Contracts for Program Services	90080203	$77,382
			Subtotal:	*$154,764*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	$83,108
2019	102-500731	Contracts for Program Services	90080203	$83,108
			Subtotal:	*$166,216*

Planned Parenthood of Northern New England **Vendor ID #177528-R002**
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	$274,000
2019	102-500731	Contracts for Program Services	90080213	$274,000
			Subtotal:	*$548,000*

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES

CFDA# 93.558 **FAIN# 1701NHTANF** **100% Federal Funds**

FUNDER: US DHHS Administration for Children and Families

Community Action Program – Belknap Merrimack Counties, Inc. **Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$45,314
2019	502-500891	Payment for Providers	45030203	$45,314
			Subtotal:	*$90,628*

Concord Hospital **Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$33,032
2019	502-500891	Payment for Providers	45030203	$33,032
			Subtotal:	*$66,064*

Coos County Family Health Center **Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$12,361
2019	502-500891	Payment for Providers	45030203	$12,361
			Subtotal:	*$24,722*

Equality Health Center **Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Joan G. Lovering Health Care **Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,500
2019	502-500891	Payment for Providers	45030203	$11,500
			Subtotal:	*$23,000*

Lamprey Health Care **Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$29,719
2019	502-500891	Payment for Providers	45030203	$29,719
			Subtotal:	*$59,438*

Manchester Community Health Center **Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

Mascoma Community Health Center **Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$22,618
2019	502-500891	Payment for Providers	45030203	$22,618
			Subtotal:	*$45,236*

White Mountain Community Health Center **Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	$11,285
2019	502-500891	Payment for Providers	45030203	$11,285
			Subtotal:	*$22,570*
			TOTAL:	**$2,915,402**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Family Planning Services
RFA Name

RFA-2018-DPHS-03-FAMIL
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Community Action Program Belknap-Merrimack Counties, Inc.	Pass	0	0
2. Concord Hospital, Family Health Center	Pass	0	0
3. Coos Co. Family Health	Pass	0	0
4. Equality Health Center	Pass	0	0
5. Joan G. Lovering Health Care	Pass	0	0
6. Lamprey Health Care, Inc.	Pass	0	0
7. Manchester Community Health Center	Pass	0	0
8. Mascoma Community Health Care, Inc.	Pass	0	0
9. Planned Parenthood of Northern New England	Pass	0	0
10. White Mountain Community Health Center	Pass	0	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Ann Marie Mercuri, QA/QI Maternal & Child Health, DPHS
3. Sarah McPhee, Program Planner, Disease Control,DPHS
4.
5.
6.
7.
8.
9.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

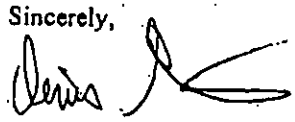
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	$431,864
Concord Hospital Family Health Center	$259,098
Coos County Family Health	$157,270
Equality Health Center	$179,800
Joan G. Lovering Health Center	$222,896
Lamprey Health Care	$462,602
Manchester Community Health Center	$265,086
Mascoma Community Health Care	$200,000
Planned Parenthood of Northern New England	$548,000
White Mountain Community Health Center	$188,786
Total	$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed $2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,



Denis Goulet

DG/mh
DoIT #2018-001

FORM NUMBER P-37 (version 5/8/15)

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 05-95-90-902010-5530-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $548,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature MGallagher		1.12 Name and Title of Contractor Signatory Meagan Gallagher President/CEO	

1.13 Acknowledgement: State of VT County of Chittenden

On October 13, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Abby Kendall

1.13.2 Name and Title of Notary or Justice of the Peace

Abby Kendall

1.14 State Agency Signature Lisa Morris Date: 10/27/17	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 10/30/2017

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Date 10/12/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MG
Date 10/13/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

4. Scope of Services

4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.

4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.

4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.

4.4. Clinical Services – Requirements:

4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.

4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department

4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.

4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

4.5. STD and HIV Counseling and Testing – Requirements:

4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates

4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.

4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:

4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health

4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.

4.7. Sterilization Services:

4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.

4.8. Confidentiality:

4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.

5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

6. Staffing

6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:

6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.

6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.

6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.

6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.

6.1.3.2. All such records shall be available for Department inspection upon request.

6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.

6.3. The Contractor shall notify the Department, in writing, when:

6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.

8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.

5. Payment for services shall be made as follows:

   5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.

   5.2. Invoices identified in Section 5.1 must be emailed to:
   DPHScontractbilling@dhhs.nh.gov

6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2019-DPHS-03-FAMIL
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1. Total Salary/Wages	$ 1,865,536.22	$ 49,935.00	$ 1,915,465.22	$ 1,732,511.00	$ 49,933.00	$ 1,782,444.00	$ 133,418.42	$ -	$ 133,418.42	
2. Employee Benefits	$ 399,085.00	$ 56,128.00	$ 455,213.00	$ 367,796.00	$ 50,120.00	$ 417,916.00	$ 75,299.00	$ -	$ 75,299.00	
3. Consultants	$ 10,734.00	$ 3,641.00	$ 14,375.00	$ 9,867.00	$ 3,641.00	$ 13,508.00	$ 797.00	$ -	$ 797.00	
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Rental	$ 8,774.00	$ 1,873.00	$ 8,647.00	$ 6,796.00	$ 1,873.00	$ 7,883.00	$ 484.00	$ -	$ 484.00	
Repair and Maintenance	$ 9,792.00	$ 30,229.00	$ 39,931.00	$ 9,808.00	$ 30,229.00	$ 30,238.00	$ 693.00	$ -	$ 693.00	
Purchase/Depreciation	$ 2,449.00	$ 12,131.00	$ 14,577.00	$ 2,271.00	$ 12,131.00	$ 14,402.00	$ 175.00	$ -	$ 175.00	
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Educational	$ 1,109.00	$ 208.00	$ 1,317.00	$ 1,030.00	$ 208.00	$ 1,238.00	$ 79.00	$ -	$ 79.00	
Lab	$ 131,886.00	$ -	$ 131,886.00	$ 122,290.00	$ -	$ 122,290.00	$ 9,408.00	$ -	$ 9,408.00	
Pharmacy	$ 617,376.78	$ -	$ 617,376.78	$ 573,371.20	$ -	$ 573,371.20	$ 43,999.58	$ -	$ 43,999.58	
Medical	$ 97,771.00	$ -	$ 97,771.00	$ 90,786.00	$ -	$ 90,786.00	$ 6,985.00	$ -	$ 6,985.00	
Office	$ 25,316.00	$ 7,664.00	$ 32,980.00	$ 23,847.00	$ 7,664.00	$ 31,171.00	$ 1,809.00	$ -	$ 1,809.00	
6. Travel	$ 40,498.00	$ 9,984.00	$ 50,482.00	$ 43,033.00	$ 9,984.00	$ 53,027.00	$ 3,455.00	$ -	$ 3,455.00	
7. Occupancy	$ 333,064.00	$ 29,027.00	$ 363,091.00	$ 311,123.00	$ 29,027.00	$ 340,152.00	$ 23,939.00	$ -	$ 23,939.00	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 76,494.00	$ 7,539.00	$ 84,033.00	$ 71,091.00	$ 7,539.00	$ 78,640.00	$ 5,493.00	$ -	$ 5,493.00	
Postage	$ 13,815.00	$ 1,386.00	$ 15,201.00	$ 12,828.00	$ 1,386.00	$ 14,214.00	$ 987.00	$ -	$ 987.00	
Subscriptions	$ 12,403.00	$ 53,881.00	$ 66,284.00	$ 11,817.00	$ 53,881.00	$ 65,698.00	$ 586.00	$ -	$ 586.00	
Audit and Legal	$ -	$ 35,343.00	$ 35,343.00	$ -	$ 35,343.00	$ 35,343.00	$ -	$ -	$ -	
Insurance	$ 19,187.00	$ -	$ 19,187.00	$ 17,799.00	$ -	$ 17,799.00	$ 1,388.00	$ -	$ 1,388.00	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 36,901.00	$ 9,779.00	$ 46,680.00	$ 36,186.00	$ 9,779.00	$ 45,975.00	$ 2,705.00	$ -	$ 2,705.00	
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Licensing Professionals	$ 5,335.00	$ -	$ 5,335.00	$ 4,954.00	$ -	$ 4,954.00	$ 381.00	$ -	$ 381.00	
Professional Services	$ 99,248.00	$ 12,912.00	$ 112,160.00	$ 92,157.00	$ 12,912.00	$ 105,069.00	$ 7,091.00	$ -	$ 7,091.00	
Bank Fees/Miscellaneous	$ 21,334.00	$ 2,847.00	$ 24,181.00	$ 19,817.00	$ 2,847.00	$ 22,664.00	$ 1,517.00	$ -	$ 1,517.00	
TOTAL	$ 3,696,148.00	$ 326,191.00	$ 4,181,339.00	$ 3,547,128.00	$ 326,191.00	$ 3,873,319.00	$ 274,020.00	$ -	$ 274,020.00	
Indirect As A Percent of Direct	7.1445%									

Exhibit B-1 BUDGET

Initials MG
Date 10/13/17

Exhibit B-2 - BUDGET

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2019-DPHS-03-FAMR
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2019

Line Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total
1. Total Salary/Wages	$ 1,583,505.84	$ 50,803.00	$ 1,634,108.84	$ 1,764,875.00	$ 50,803.00	$ 1,815,518.00	$ 133,888.84	$ -	$	$ 133,888.84
2. Employee Benefits	$ 401,948.00	$ 30,094.00	$ 461,042.00	$ 373,343.00	$ 30,094.00	$ 403,437.00	$ 28,355.00	$ -	$	$ 28,355.00
3. Compliance	$ 10,800.00	$ 3,677.00	$ 14,517.00	$ 10,073.00	$ 3,677.00	$ 13,752.00	$ 765.00	$ -	$	$ 765.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
Rental	$ 6,841.00	$ 1,680.00	$ 8,539.00	$ 6,354.00	$ 1,680.00	$ 8,047.00	$ 492.00	$ -	$	$ 492.00
Repair and Maintenance	$ 8,799.00	$ 30,525.00	$ 46,327.00	$ 9,108.00	$ 30,525.00	$ 39,633.00	$ 691.00	$ -	$	$ 691.00
Purchase/Depreciation	$ 2,476.00	$ 12,251.00	$ 14,727.00	$ 2,298.00	$ 12,251.00	$ 14,547.00	$ 174.00	$ -	$	$ 174.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
Educational	$ 1,170.00	$ 210.00	$ 1,380.00	$ 1,041.00	$ 210.00	$ 1,251.00	$ 79.00	$ -	$	$ 79.00
Lab	$ 132,982.00	$ -	$ 132,982.00	$ 123,619.00	$ -	$ 123,619.00	$ 9,363.00	$ -	$	$ 9,363.00
Pharmacy	$ 523,461.10	$ -	$ 523,461.10	$ 479,607.00	$ -	$ 479,607.00	$ 43,874.10	$ -	$	$ 43,874.10
Medical	$ 98,739.00	$ -	$ 98,739.00	$ 91,774.00	$ -	$ 91,774.00	$ 6,965.00	$ -	$	$ 6,965.00
Office	$ 25,867.00	$ 7,746.00	$ 33,307.00	$ 23,763.00	$ 7,746.00	$ 31,363.00	$ 1,804.00	$ -	$	$ 1,804.00
6. Travel	$ 46,078.00	$ 10,993.00	$ 56,071.00	$ 45,575.00	$ 10,993.00	$ 56,618.00	$ 3,453.00	$ -	$	$ 3,453.00
7. Occupancy	$ 330,261.00	$ 79,213.00	$ 407,474.00	$ 314,559.00	$ 29,213.00	$ 343,772.00	$ 23,871.00	$ -	$	$ 23,871.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
Telephone	$ 77,221.00	$ 7,013.00	$ 84,234.00	$ 71,774.00	$ 7,013.00	$ 78,787.00	$ 5,447.00	$ -	$	$ 5,447.00
Postage	$ 13,951.00	$ 1,400.00	$ 15,351.00	$ 13,867.00	$ 1,400.00	$ 14,267.00	$ 984.00	$ -	$	$ 984.00
Subscriptions	$ 12,375.00	$ 53,494.00	$ 65,879.00	$ 11,841.00	$ 53,494.00	$ 65,335.00	$ 544.00	$ -	$	$ 544.00
Audit and Legal	$ -	$ 35,594.00	$ 35,594.00	$ -	$ 35,594.00	$ 35,594.00	$ -	$ -	$	$ -
Insurance	$ 19,357.00	$ -	$ 19,357.00	$ 17,992.00	$ -	$ 17,992.00	$ 1,365.00	$ -	$	$ 1,365.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
10. Marketing/Communications	$ 39,367.00	$ 9,876.00	$ 49,243.00	$ 36,590.00	$ 9,876.00	$ 46,466.00	$ 2,777.00	$ -	$	$ 2,777.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
13. Other (specify; details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -
Licensed Professionals	$ 3,366.00	$ -	$ 3,366.00	$ 3,006.00	$ -	$ 3,006.00	$ 360.00	$ -	$	$ 360.00
Professional Services	$ 100,230.00	$ 13,040.00	$ 113,270.00	93,159.00	$ 13,040.00	106,199.00	$ 7,071.00	$ -	$	7,071.00
Bank Fees/Miscellaneous	$ 21,444.00	$ 2,637.00	$ 24,081.00	19,831.00	$ 2,637.00	22,468.00	1,613.00	$ -	$	1,613.00
TOTAL	$ 3,404,148.00	$ 323,963.00	$ 4,312,937.00	$ 3,810,148.00	$ 323,963.00	$ 4,040,217.00	$ 374,888.00	$ -	$	$ 374,888.00
Indirect As A Percent of Direct	7.8241%									

Exhibit B-2 BUDGET

Initials MG
Date 10/13/17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1.. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

   12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.

   12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate.

   12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:

   12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.

12.3.3 Monitor the subcontractor's performance on an ongoing basis.

12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.

12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.

4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

See below

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

10/13/17
Date

Name: Megan Gallagher
Title: President/CEO

Claremont: 136 Pleasant St., Claremont, Sullivan, NH 03743
Derry: 4 Birch St., Derry, Rockingham, NH 03038
Exeter: 108 High St., Exeter, Rockingham, NH 03833
Keene: 8 Middle St., Keene, Cheshire, NH 03431
Manchester: 24 Pennacook St., Manchester, Hillsborough, NH 03104

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

10/13/17
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials MJ
Date 2/13/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PPNNE

10/13/17
Date

Name: Megan Gallagher
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President / CEO

Contractor Initials MG
Date 10/13/17

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	PPNNE
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Meagan Gallagher
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
10/27/17	10/13/17
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PPNNE

10/13/17
Date

Name: Meagan Gallagher
Title: President / CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: Claremont: 85-964-9154, Derry: 88-480-5359, Exeter: 84-858-2115, Keene: 95-992-4218, and Manchester: 03-166-8973
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.