



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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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 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.

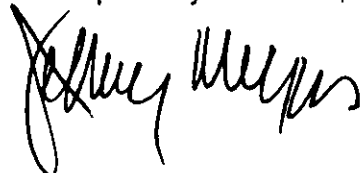
Should the Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce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

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written over a horizontal line.

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
100% General Funds

Vendor ID #177528-R002

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.



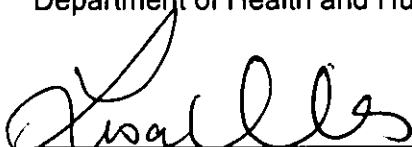
New Hampshire Department of Health and Human Services
Family Planning Services Contract

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,

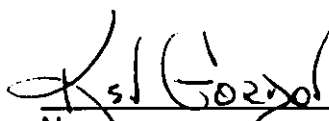
State of New Hampshire
Department of Health and Human Services

6/6/19
Date


Name: Lisa Morris
Title: Director

Coos County Family Health

5/31/19
Date


Name: K. J. Gordan
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

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

Lisa M. English
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



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

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.

Kg
5/31/19



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

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

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Contractor Initials

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- 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

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- 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.*

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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>**

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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:

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- 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

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- 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

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- 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):

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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

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- 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

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- 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.

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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.

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- 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 purchased 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>

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- 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>

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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.

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- o 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.

K31 (502) 202-1005 Coos Co Family
 Agency Name HSAC Services

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:
 - o Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
 - o 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

Attachment C, Amendment #2

- o 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.

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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

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

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

SFY 20 Outcome

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

SFY 21 Outcome

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

Goal 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.

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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)

Attachment C, Amendment #2

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 ACTIVITIES	SFY 21 Outcome: _____	

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		Numerator: _____ Denominator: _____	interventions) that will reduce reproductive risk.
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i> SFY 20 Outcome: _____ % Numerator: _____ % Denominator: _____ % _____ Target/Objective Met _____ Target/Objective Not Met Narrative: <i>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.</i> Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i> _____ Revised Workplan Attached (Please check if workplan has been revised) SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i> SFY 20 Outcome: _____ % Numerator: _____ % _____ Target/Objective Met			

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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*

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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.
	EVALUATION ACTIVITIES	SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
		SFY 21 Outcome: _____	

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		Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
<p>SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SFY 20 Outcome: _____ %</p> <p>Numerator: _____ %</p> <p>Denominator: _____ %</p> </div> <div style="width: 50%;"> <p>_____ Target/Objective Met</p> <p>_____ Target/Objective Not Met</p> </div> </div> <p>Narrative: <i>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.</i></p> <p>Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i></p> <p>_____ Revised Workplan Attached (Please check if workplan has been revised)</p>			
<p>SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SFY 21 Outcome: _____ %</p> <p>Numerator: _____ %</p> <p>Denominator: _____ %</p> </div> <div style="width: 50%;"> <p>_____ Target/Objective Met</p> <p>_____ Target/Objective Not Met</p> </div> </div>			

Attachment C, Amendment #2

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*

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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.
	EVALUATION ACTIVITIES	SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
		SFY 21 Outcome: _____	

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		Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> SFY 20 Outcome: _____ % Numerator: _____ % Denominator: _____ % </div> <div style="width: 50%;"> _____ Target/Objective Met _____ Target/Objective Not Met </div> </div> <p>Narrative: <i>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.</i></p> <p>Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for SFY21</i></p> <p>_____ Revised Workplan Attached (Please check if workplan has been revised)</p>			
SFY 21 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2020-June 30, 2021</i>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> SFY 21 Outcome: _____ % Numerator: _____ % Denominator: _____ % </div> <div style="width: 50%;"> _____ Target/Objective Met _____ Target/Objective Not Met </div> </div>			

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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*

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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

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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

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Attachment D, Amendment #2

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) Data Elements: Effective July 1, 2017	Additional Data Elements Proposed for FPAR 2.0:
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	Clinical Provider Identifier Contraceptive Counseling Counseling to Achieve Pregnancy CT Test Result Date of Last HIV test Date of Last HPV Co-test Date of Pap Tests Last 5 years Diastolic blood pressure Ever Had Sex Facility Identifier GC Test Result Gravidity Height HIV Referral Recommended Date HIV Referral Visit Completed Date How Contraceptive Method(s) Provided at Exit HPV Test Result Method(s) Provided At Exit Parity Pregnancy Intention Pregnancy Status Reporting Reason for no contraceptive method at intake Sex Last 12 Months Sex Last 3 Months Smoking status Systolic blood pressure Weight

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Family Planning Reporting Calendar SFY 20-21

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> 2019 Clinical Guidelines signatures SFY 20-21 FP Work Plans 	
<u>SFY 20 (July 1, 2019-June 30, 2020)</u>	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
<u>SFY 21 (July 1, 2020-June 30, 2021)</u>	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

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Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· 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.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

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.

[Handwritten Signature]
5/3/19



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

- 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.

State of New Hampshire

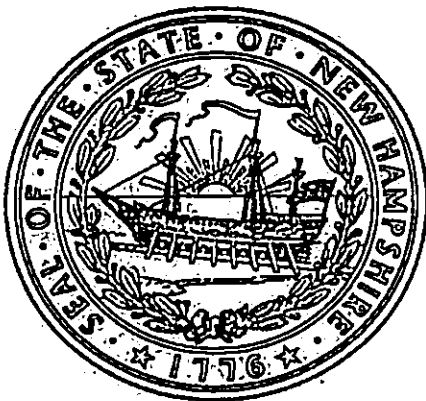
Department of State

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.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, H. Guyford Stever Jr., do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Coos County Family Health Services
(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 11/17/19:
(Date)

RESOLVED: That the CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 31st day of May, 2019.
(Date Contract Signed)

4. Ken Gordon is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

H. Guyford Stever Jr.
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 31st day of May, 2019.

By H. GUYFORD STEVER JR.
(Name of Elected Officer of the Agency)
BOARD PRESIDENT

Linda Blanchette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2018

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 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: Hellen Hill PHONE (A/C No. Ext): (603) 669-3218 E-MAIL: hhill@crossagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: MEMIC Indemnity Company NAIC # 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: 18-19 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1676672	7/1/2018	7/1/2019	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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1676678	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB590712	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3102802240 (3a.) NH All officers included	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			PHPK1676672	7/1/2018	7/1/2019	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

CANCELLATION

jsouthwick@dhhs.state.nh.u

NH Department of Health & Human Services
Div. of Public Health Svcs
Contract & Procurement Unit
29 Hazen Drive
Concord, NH 03301-6504

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

M Guarino/JSC

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Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

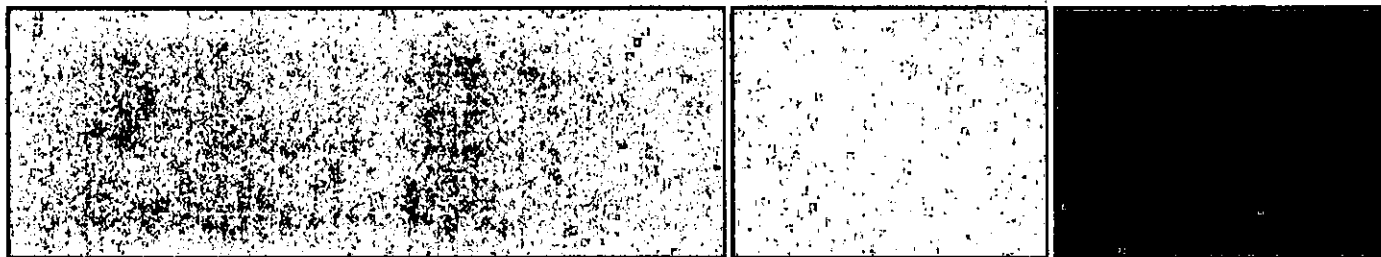
2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

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



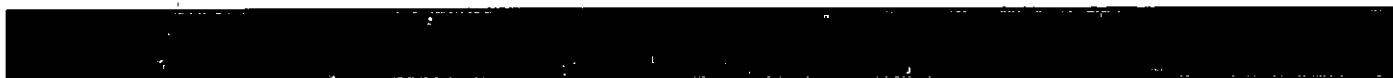
FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND UNIFORM GUIDANCE

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Coos County Family Health Services, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of Coos County Family Health Services, Inc. (the Organization), 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 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 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 the Organization 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.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. 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 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the 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 September 20, 2018 on our consideration of the Organization'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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
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	<u>80,577</u>	<u>87,916</u>
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	<u>2,273,388</u>	<u>2,365,430</u>
Total assets	\$ <u>7,698,350</u>	\$ <u>7,322,352</u>

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	<u>-</u>	<u>43,248</u>
Total current liabilities	1,078,639	1,148,716
Long-term debt, less current maturities	<u>-</u>	<u>258,229</u>
Total liabilities	<u>1,078,639</u>	<u>1,406,945</u>
Net assets		
Unrestricted	6,496,643	5,757,854
Temporarily restricted	94,880	132,113
Permanently restricted	<u>28,188</u>	<u>25,440</u>
Total net assets	<u>6,619,711</u>	<u>5,915,407</u>
Total liabilities and net assets	\$ <u>7,698,350</u>	\$ <u>7,322,352</u>

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

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$10,167,944	\$ 9,584,827
Provision for bad debts	<u>(187,040)</u>	<u>(312,981)</u>
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	<u>60,470</u>	<u>51,277</u>
Total operating revenue	<u>13,505,784</u>	<u>12,874,187</u>
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	<u>820</u>	<u>13,635</u>
Total operating expenses	<u>12,875,074</u>	<u>12,348,259</u>
Excess of revenue over expenses	630,710	525,928
Net assets released from restriction for capital acquisition	<u>108,079</u>	<u>151,977</u>
Increase in unrestricted net assets	<u>\$ 738,789</u>	<u>\$ 677,905</u>

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

	<u>2018</u>	<u>2017</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 630,710	\$ 525,928
Grants received for capital acquisition	<u>108,079</u>	<u>151,977</u>
Increase in unrestricted net assets	<u>738,789</u>	<u>677,905</u>
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	<u>(108,079)</u>	<u>(151,977)</u>
(Decrease) increase in temporarily restricted net assets	<u>(37,233)</u>	<u>47,432</u>
Permanently restricted net assets		
Contributions	920	2,006
Change in fair value of beneficial interest in funds held by others	<u>1,828</u>	<u>444</u>
Increase in permanently restricted net assets	<u>2,748</u>	<u>2,450</u>
Change in net assets	704,304	727,787
Net assets, beginning of year	<u>5,915,407</u>	<u>5,187,620</u>
Net assets, end of year	<u>\$ 6,619,711</u>	<u>\$ 5,915,407</u>

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

	<u>2018</u>	<u>2017</u>
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	<u>31,500</u>	<u>-</u>
Net cash provided by operating activities	<u>649,652</u>	<u>1,062,707</u>
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	<u>(5,000)</u>	<u>-</u>
Net cash used by investing activities	<u>(851,299)</u>	<u>(271,888)</u>
Cash flows from financing activities		
Payments on long-term debt	(301,477)	(353,946)
Contributions for long-term purposes	<u>108,999</u>	<u>153,983</u>
Net cash used by financing activities	<u>(192,478)</u>	<u>(199,963)</u>
Net (decrease) increase in cash and cash equivalents	(394,125)	590,856
Cash and cash equivalents, beginning of year	<u>2,367,938</u>	<u>1,777,082</u>
Cash and cash equivalents, end of year	<u>\$ 1,973,813</u>	<u>\$ 2,367,938</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 820	\$ 13,635

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 281,000	\$ 182,000
Provision	187,040	312,981
Write-offs	<u>(260,040)</u>	<u>(213,981)</u>
Balance, end of year	<u>\$ 208,000</u>	<u>\$ 281,000</u>

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Program services	\$11,289,709	\$10,811,394
Administrative and general	<u>1,585,365</u>	<u>1,536,865</u>
Total	<u>\$12,875,074</u>	<u>\$12,348,259</u>

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:

	<u>2018</u>	<u>2017</u>
Medical and dental patient accounts receivable	\$ 1,111,015	\$ 1,012,113
Contract 340B pharmacy receivable	<u>761,484</u>	<u>811,177</u>
Total patient accounts receivable	1,872,499	1,823,290
Allowance for doubtful accounts	<u>(208,000)</u>	<u>(281,000)</u>
Patient accounts receivable, net	<u>\$ 1,664,499</u>	<u>\$ 1,542,290</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>Investments at Fair Value as of June 30, 2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 49,520	\$ -	\$ -	\$ 49,520
Corporate bonds	-	400,990	-	400,990
Government bonds	<u>299,490</u>	<u>-</u>	<u>-</u>	<u>299,490</u>
Total investments	<u>\$ 349,010</u>	<u>\$ 400,990</u>	<u>\$ -</u>	<u>\$ 750,000</u>

Corporate bonds are valued based on quoted market prices of similar assets.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
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	<u>2,008</u>	<u>6,088</u>
Total	<u>\$ 612,624</u>	<u>\$ 658,415</u>

5. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land and improvements	\$ 153,257	\$ 153,257
Building and improvements	3,233,370	3,233,370
Furniture, fixtures, and equipment	<u>2,129,449</u>	<u>1,999,035</u>
Total cost	5,516,076	5,385,662
Less accumulated depreciation	<u>3,242,688</u>	<u>3,020,232</u>
Property and equipment, net	<u>\$ 2,273,388</u>	<u>\$ 2,365,430</u>

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
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.	-	<u>42,519</u>
Total long-term debt	-	301,477
Less current maturities	-	<u>43,248</u>
Long-term debt, less current maturities	<u>\$ -</u>	<u>\$ 258,229</u>

8. Patient Service Revenue

Patient service revenue is as follows:

	<u>2018</u>	<u>2017</u>
Gross charges	\$ 9,310,013	\$ 9,199,071
340B pharmacy revenue	<u>2,552,170</u>	<u>2,201,231</u>
Total gross revenue	11,862,183	11,400,302
Contractual adjustments	(1,383,837)	(1,566,748)
Sliding fee scale discounts	<u>(310,402)</u>	<u>(248,727)</u>
Total patient service revenue	<u>\$ 10,167,944</u>	<u>\$ 9,584,827</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Primary payers representing 10% or more of the Organization's gross patient service revenue are as follows:

	<u>2018</u>	<u>2017</u>
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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Medicare	35 %	14 %
Medicaid	17 %	29 %
Blue Cross	15 %	16 %
Harvard Pilgrim	9 %	12 %
Other	<u>24 %</u>	<u>29 %</u>
	<u>100 %</u>	<u>100 %</u>

The following is a summary of gross 340B pharmacy accounts receivable, by contract pharmacy at June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Walmart Stores, Inc.	64 %	97 %
Walgreen Co.	29 %	3 %
Other	<u>7 %</u>	<u>- %</u>
	<u>100 %</u>	<u>100 %</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2018 and 2017

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

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Passthrough Contract Number</u>	<u>Total Federal Expenditures</u>
<u>United States Department of Health and Human Services:</u>			
<u>Direct:</u>			
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		<u>1,361,384</u>
Total Health Centers Cluster			2,005,545
<u>Passthrough:</u>			
<u>State of New Hampshire Department of Health Human Services</u>			
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
<u>New Hampshire Coalition Against Domestic and Sexual Violence</u>			
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
<u>Bi-State Primary Care Association, Inc.</u>			
Grants to States to Support Oral Health Workforce Activities	93.236	not available	<u>79,162</u>
Total United States Department of Health and Human Services			<u>2,283,530</u>
<u>United States Department of Justice:</u>			
<u>Passthrough:</u>			
<u>New Hampshire Coalition Against Domestic and Sexual Violence</u>			
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	<u>5,531</u>
Total United States Department of Justice			<u>175,781</u>
Total Expenditures of Federal Awards			<u>\$ 2,459,311</u>

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.



**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



**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.

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 Duinn 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., 2019 (3rd)

****PRESIDENT****

Chair, Executive Committee

Dawn Cross, 2019 (1st)

****VICE-PRESIDENT****

Aline Boucher, 2020 (4rd)

****TREASURER****

Chair, Finance/Development Committee

Pauline Tibbetts, 2020 (1st)

****SECRETARY****

Joan Merrill, 2019 (3rd)

**** IMMEDIATE PAST PRESIDENT****

Chair, Executive Committee

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

Timothy Beaulac, 2019 (1st)

Chair, Corporate Compliance Committee

Claudette Morneau, 2020 (1st)

Chair, Quality Improvement Committee

Patti Stolte, 2020 (1st)

Chair, Personnel Committee

Kassie Eafrazi

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.

Kenneth E. Gordon

- 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 & Associates Lincoln, 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

Coos County Family Health Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ken Gordon	CEO	\$149,000	0	\$0
Patricia Couture	COO	\$121,450	2.058%	\$2,500
Melissa Frenette	CFO	\$119,500	0	\$0



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

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



21A amended

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.

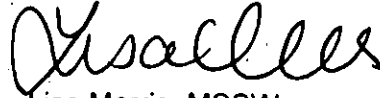
Area served: Statewide

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# FHPA016248

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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	<i>\$219,850</i>

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
			<i>Subtotal:</i>	<i>\$154,764</i>

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
			<i>Subtotal:</i>	<i>\$166,216</i>

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
			<i>Subtotal:</i>	<i>\$548,000</i>

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
			<i>Subtotal:</i>	<i>\$90,628</i>

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
			<i>Subtotal:</i>	<i>\$66,064</i>

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
			<i>Subtotal:</i>	<i>\$24,722</i>

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
			<i>Subtotal:</i>	<i>\$23,000</i>

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
			<i>Subtotal:</i>	<i>\$23,000</i>

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
			<i>Subtotal:</i>	<i>\$59,438</i>

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
			<i>Subtotal:</i>	<i>\$45,236</i>

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
			<i>Subtotal:</i>	<i>\$45,236</i>

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
			<i>Subtotal:</i>	<i>\$22,570</i>
			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-2018-DPHS-03-FAMIL

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Program Belknap-Merrimack Counties, Inc.
2.	Concord Hospital, Family Health Center.
3.	Coos Co. Family Health
4.	Equality Health Center
5.	Joan G. Lovering Health Care
6.	Lamprey Health Care, Inc.
7.	Manchester Community Health Center
8.	Mascoma Community Health Care, Inc.
9.	Planned Parenthood of Northern New England
10.	White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

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

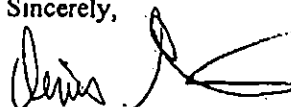
The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention 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.

Page 2

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis', followed by a large, stylized flourish or 'X' mark.

Denis Goulet

DG/mh
DoIT #2018-001

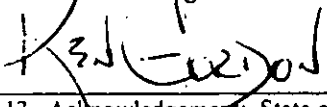
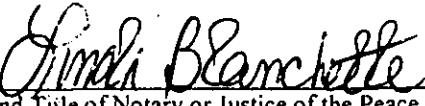


Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-03)

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 		1.12 Name and Title of Contractor Signatory K. J. Guzzo, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>10/27/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		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  Date: <u>10/27/17</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor 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.



Exhibit A

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.

K
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Exhibit A

- 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.



Exhibit A

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.



Exhibit A

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.

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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:
DPHSccontractbilling@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.

KG
10/12/17

Exhibit B-1 - Budget
Family Planning Funds

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

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

Family Planning

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 74,500.00	\$ -	\$ 74,500.00	\$ 24,382.00	\$ -	\$ 24,382.00	\$ 50,208.00	\$ -	\$ 50,208.00
2. Employee Benefits	\$ 23,868.00	\$ -	\$ 23,868.00	\$ 7,802.00	\$ -	\$ 7,802.00	\$ 18,066.00	\$ -	\$ 18,066.00
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	\$ 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: *6/27/17*

**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:

FAME

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, 2018 to June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 75,008.00	\$ -	\$ 75,008.00	\$ 24,800.00	\$ -	\$ 24,800.00	\$ 50,208.00	\$ -	\$ 50,208.00
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	\$ 1,600.00	\$ -	\$ 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	\$ 148,510.00	\$ -	\$ 148,510.00	\$ 82,236.00	\$ -	\$ 82,236.00	\$ 66,274.00	\$ -	\$ 66,274.00

Indirect As A Percent of Direct

Exhibit B-3 Budget

Initials Kg
Date 10-12-17

**Exhibit B-4 - Budget
TANF Funds**

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

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for:

TANF

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs 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	\$ 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;

Kg



- 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.



Exhibit C-1

- 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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

10/12/17
Date

K. J. Good
Name: CEO
Title:



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

Kel Gould
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



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

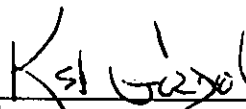
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

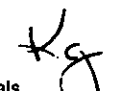
LOWER TIER COVERED TRANSACTIONS

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: K. S. G. G. G.
Title: CEO

Contractor Initials 
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.

Exhibit G

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

Contractor Initials

Kg

10/12/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/12/17
Date

Contractor Name:

YSL (C-0250)
Name: (150)
Title:

Exhibit G

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

6/27/14
Rev. 10/21/14

Page 2 of 2

Contractor Initials

10/12/17

Date

Kg



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

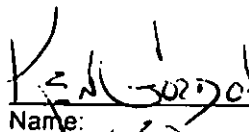
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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


Contractor Initials 
Date 10/12/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

K
10/12/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

Kg
10/12/17



Exhibit I

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

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

Kg
10/12/17



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DHHS
Title of Authorized Representative

10/27/17
Date

Cross Country Family Health
Name of the Contractor

[Signature]
Signature of Authorized Representative

KEN GORDON
Name of Authorized Representative

CHIEF Executive Officer
Title of Authorized Representative

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.

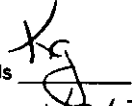
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: K. L. Gendron
Title: CEO

Contractor Initials 
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: 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. DHHSCchiefInformationOfficer@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

New Hampshire Department of Health and Human Services
Exhibit K



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.

Kg



**New Hampshire Department of Health and Human Services
Family Planning Services Contract**

**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

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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.

New Hampshire Department of Health and Human Services
Family Planning Services Contract




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,

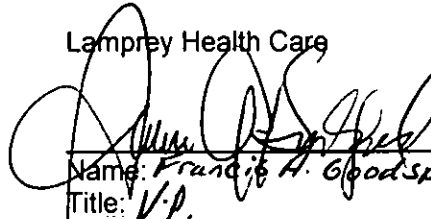
State of New Hampshire
Department of Health and Human Services

6/3/19
Date


Name: Lisa Morris
Title: Director


Lamprey Health Care

6/3/19
Date


Name: Francis A. 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



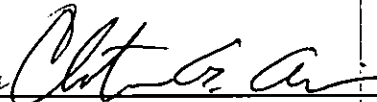
New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

[Handwritten Signature]
5/31/18



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

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.

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New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

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

Lamprey Health Care

RFA-2018-DPHS-03-FAMIL-06-A01

Exhibit A, Amendment #1

Page 3 of 5

Contractor Initials

Date

PK
5/31/19



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

- 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

[Handwritten Signature]
[Handwritten Date: 5/31/19]



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

- 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.*

AK
5/31/19

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>

[Signature]
5/31/19

Attachment A, Amendment #1

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.

MS
5/21/19

Attachment A, Amendment #1

- 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


5/31/19

Attachment A, Amendment #1

- 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


2/3/19

Attachment A, Amendment #1

- 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.

JS
5/24/19

Attachment A, Amendment #1

- 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

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- 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.

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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):

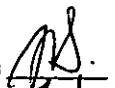
- A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:
1. Medical History
 2. Cervical Cytology
 3. Clinical Breast Examination or discussion
 4. Mammography
 5. Genital Examination 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


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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.


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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.

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- 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>

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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.


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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:

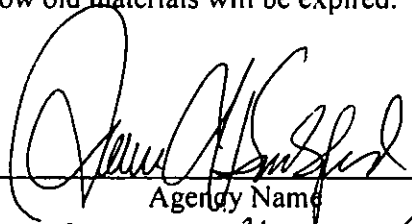
- Every year, schedule a meeting with your community participation committee.
- To meet the Title X community participation requirement, your committee can:
 - Assist with problem solving, i.e. how to increase male services; solve a "no show" problem, or improve customer service.
 - Offer feedback about your family planning program strengths and suggest areas needing improvement.

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- 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
R.P. Bonduie
Lamprey Health Care


5/31/19

Date

Contractor Initials *JS*
Date *5/31/19*

Title X Family Planning Program Priorities:

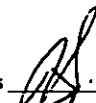
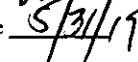
1. Ensuring that all clients receive contraceptive and other services in a *voluntary, client-centered* and *non-coercive* manner in accordance with QFP and Title X requirements with the goal of supporting clients' decisions related to preventing or achieving pregnancy.
2. Assuring the delivery of quality 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:
 - o Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
 - o 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
 - o 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:

- 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.

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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

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


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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.

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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)

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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES	SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			
SFY 20 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020</i>			

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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*

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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 ACTIVITIES	SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)

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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 21 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*

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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)	Goal 3: Assure access to a broad range of acceptable and effective family planning methods, including LARC.
		SFY 20 Target:	
		SFY 21 Target:	
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES	SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	
WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)			

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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 21 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*

Handwritten initials and date:
Initials: *AL*
Date: *5/31/19*

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.

Lamprey Health Care
RFA-2018-DPHS-03-FAMIL-06-A01

Attachment D, Amendment #1

Contractor Initials

Date

AD
5/31/19

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.

[Handwritten Signature]
5/31/19

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.


5/2/19

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.



Attachment D, Amendment #2

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.

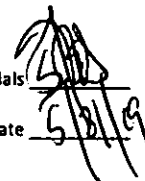
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3/31/19

New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data 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



<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> 2019 Clinical Guidelines signatures SFY 20-21 FP Work Plans 	
<u>SFY 20 (July 1, 2019-June 30, 2020)</u>	
Due Date:	Reporting Requirement:
October 4, 2019	Public Health Sterilization Records (July-September)
January 17, 2020	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 26, 2020	Clinical Guidelines Signatures (effective July 1, 2020)
<u>SFY 21 (July 1, 2020-June 30, 2021)</u>	
Due Date:	Reporting Requirement:
August 31, 2020	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)



Attachment F, Amendment #2

August 31, 2021	<ul style="list-style-type: none">· 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.



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit B, Amendment #1

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

[Handwritten Signature]
[Handwritten Date: 5/21/19]



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit B, Amendment #1

-
- 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.

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[Handwritten date: 5/21/19]

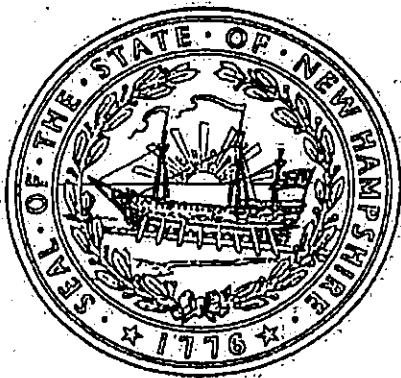
State of New Hampshire
Department of State

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.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, T. Christopher Drew, 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 May 31, 2019:

RESOLVED: That the President of the Board, Mark Howard, or vice president Francis Goodspeed ^{7CD} 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 31 day of May, 2019.

4. T. Christopher Drew is the duly elected Secretary of the Agency.

T. Christopher Drew
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 31 day of May, 2019,

By T. Christopher Drew, Secretary, Lamprey Health Care, Inc.
(Name of Elected Officer of the Agency)

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

Kate Souphakhot
(Notary Public/Justice of the Peace)



Commission Expires: Nov. 14, 2023



CERTIFICATE OF LIABILITY INSURANCE

LAMPHEA-01

LHANNON

DATE (MM/DD/YYYY)

5/31/2019

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1842105	07/01/2018	07/01/2019	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1842110	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB635714	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA00545406	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Attn: Mr. Nathan D White, Director
Regional Public Health Network Services
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

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**.

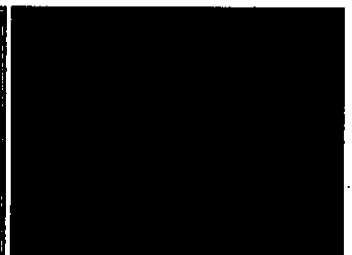
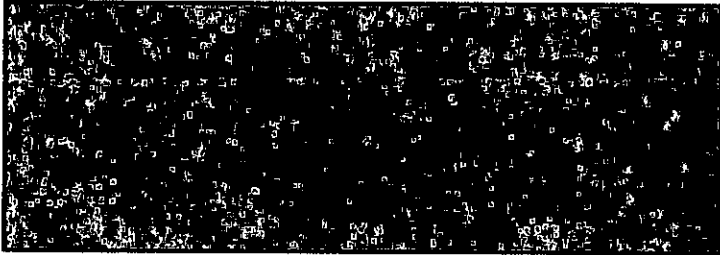
Our Vision

- 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



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





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

	<u>2018</u>	<u>2017</u>
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	<u>139,568</u>	<u>160,946</u>
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	<u>7,584,923</u>	<u>7,870,894</u>
Total assets	<u>\$14,098,146</u>	<u>\$14,370,677</u>

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	<u>102,014</u>	<u>97,502</u>
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	<u>13,404</u>	<u>13,769</u>
Total liabilities	<u>3,725,971</u>	<u>3,720,411</u>
Net assets		
Unrestricted	9,951,659	10,176,258
Temporarily restricted	<u>420,516</u>	<u>474,008</u>
Total net assets	<u>10,372,175</u>	<u>10,650,266</u>
Total liabilities and net assets	<u>\$14,098,146</u>	<u>\$14,370,677</u>

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

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 9,426,185	\$ 8,906,722
Provision for bad debts	<u>(354,460)</u>	<u>(274,770)</u>
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	<u>118,447</u>	<u>-75,190</u>
Total operating revenue	<u>15,498,337</u>	<u>14,847,141</u>
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	<u>96,431</u>	<u>117,623</u>
Total operating expenses	<u>15,746,202</u>	<u>15,221,449</u>
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	<u>22,901</u>	<u>175,595</u>
Decrease in unrestricted net assets	<u>\$ (224,599)</u>	<u>\$ (167,709)</u>

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

	<u>2018</u>	<u>2017</u>
Unrestricted net assets		
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	<u>22,901</u>	<u>175,595</u>
Decrease in unrestricted net assets	<u>(224,599)</u>	<u>(167,709)</u>
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	<u>(22,901)</u>	<u>(175,595)</u>
Decrease in temporarily restricted net assets	<u>(53,492)</u>	<u>(7,748)</u>
Change in net assets	(278,091)	(175,457)
Net assets, beginning of year	<u>10,650,266</u>	<u>10,825,723</u>
Net assets, end of year	<u>\$10,372,175</u>	<u>\$10,650,266</u>

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

	<u>2018</u>	<u>2017</u>
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	<u>28,656</u>	<u>4,517</u>
Net cash provided (used) by operating activities	<u>185,612</u>	<u>(4,708)</u>
Cash flows from investing activities		
Increase in designated funds	(155,880)	(591,411)
Release of designated funds	376,363	740,479
Capital acquisitions	<u>(173,745)</u>	<u>(320,244)</u>
Net cash provided (used) by investing activities	<u>46,738</u>	<u>(171,176)</u>
Cash flows from financing activities		
Grants for capital acquisition	16,651	166,366
Principal payments on long-term debt	<u>(104,490)</u>	<u>(91,817)</u>
Net cash (used) provided by financing activities	<u>(87,839)</u>	<u>74,549</u>
Net increase (decrease) in cash and cash equivalents	144,511	(101,335)
Cash and cash equivalents, beginning of year	<u>1,196,504</u>	<u>1,297,839</u>
Cash and cash equivalents, end of year	<u>\$ 1,341,015</u>	<u>\$ 1,196,504</u>
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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 233,455	\$ 278,061
Provision	354,460	274,770
Write-offs	(333,818)	(319,376)
Balance, end of year	<u>\$ 254,097</u>	<u>\$ 233,455</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Program services	\$ 13,407,871	\$ 12,484,460
Administrative and general	<u>2,338,331</u>	<u>2,736,989</u>
Total	<u>\$ 15,746,202</u>	<u>\$ 15,221,449</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
United States Department of Agriculture, Rural Development (Rural Development) loan agreements Designated by the governing board Donor restricted, temporarily	\$ 142,092 2,752,113 <u>311,145</u>	\$ 142,587 2,924,858 <u>358,388</u>
Total	\$ <u>3,205,350</u>	\$ <u>3,425,833</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land and improvements	\$ 1,154,753	\$ 1,146,784
Building and improvements	10,943,714	10,829,267
Furniture, fixtures and equipment	<u>1,723,627</u>	<u>1,685,929</u>
Total cost	13,822,094	13,661,980
Less accumulated depreciation	<u>6,237,171</u>	<u>5,791,086</u>
Property and equipment, net	\$ <u>7,584,923</u>	\$ <u>7,870,894</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
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.	<u>746,431</u>	<u>777,466</u>
Total long-term debt	2,236,351	2,340,841
Less current maturities	<u>102,014</u>	<u>97,502</u>
Long-term debt, less current maturities	<u>\$ 2,134,337</u>	<u>\$ 2,243,339</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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	<u>921,832</u>
Total	<u>\$ 2,236,351</u>

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	<u>2018</u>	<u>2017</u>
Temporarily restricted for:		
Capital improvements	\$ 340,806	\$ 347,056
Community programs	54,643	89,209
Substance abuse prevention	<u>25,067</u>	<u>37,743</u>
Total	<u>\$ 420,516</u>	<u>\$ 474,008</u>

The composition of assets comprising temporarily restricted net assets at September 30, 2018 and 2017 is as follows:

	<u>2018</u>	<u>2017</u>
Assets limited as to use	\$ 311,145	\$ 358,388
Property and equipment	<u>109,371</u>	<u>115,620</u>
Total	<u>\$ 420,516</u>	<u>\$ 474,008</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

7. Patient Service Revenue

Patient service revenue follows:

	<u>2018</u>	<u>2017</u>
Gross charges	\$13,683,357	\$12,752,924
340B contract pharmacy revenue	<u>1,327,156</u>	<u>1,198,264</u>
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	<u>(19,394)</u>	<u>(19,045)</u>
Total patient service revenue	<u>\$ 9,426,185</u>	<u>\$ 8,906,722</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Medicare	18 %	18 %
Medicaid	14 %	15 %
Anthem Blue Cross Blue Shield	13 %	14 %
Other payers, including self pay	<u>55 %</u>	<u>53 %</u>
	<u>100 %</u>	<u>100 %</u>

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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

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	<u>139,568</u>	<u>-</u>	<u>139,568</u>
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	<u>5,585,290</u>	<u>1,999,633</u>	<u>7,584,923</u>
Total assets	<u>\$11,129,403</u>	<u>\$ 2,968,743</u>	<u>\$ 14,098,146</u>

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	<u>63,027</u>	<u>38,987</u>	<u>102,014</u>
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	<u>13,404</u>	<u>-</u>	<u>13,404</u>
Total liabilities	<u>2,737,102</u>	<u>988,869</u>	<u>3,725,971</u>
Net assets			
Unrestricted	7,971,785	1,979,874	9,951,659
Temporarily restricted	<u>420,516</u>	<u>-</u>	<u>420,516</u>
Total net assets	<u>8,392,301</u>	<u>1,979,874</u>	<u>10,372,175</u>
Total liabilities and net assets	<u>\$11,129,403</u>	<u>\$ 2,968,743</u>	<u>\$ 14,098,146</u>

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	<u>160,946</u>	<u>-</u>	<u>160,946</u>
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	<u>5,869,762</u>	<u>2,001,132</u>	<u>7,870,894</u>
Total assets	<u>\$11,432,412</u>	<u>\$ 2,938,265</u>	<u>\$ 14,370,677</u>

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	<u>60,169</u>	<u>37,333</u>	<u>97,502</u>
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	<u>13,769</u>	<u>-</u>	<u>13,769</u>
Total liabilities	<u>2,684,822</u>	<u>1,035,589</u>	<u>3,720,411</u>
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	<u>474,008</u>	<u>-</u>	<u>474,008</u>
Total net assets	<u>8,747,590</u>	<u>1,902,676</u>	<u>10,650,266</u>
Total liabilities and net assets	<u>\$11,432,412</u>	<u>\$ 2,938,265</u>	<u>\$ 14,370,677</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>Eliminations</u>	<u>2018 Consolidated</u>
Operating revenue				
Patient service revenue	\$ 9,426,185	\$ -	\$ -	\$ 9,426,185
Provision for bad debts	<u>(354,460)</u>	<u>-</u>	<u>-</u>	<u>(354,460)</u>
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	<u>118,447</u>	<u>-</u>	<u>-</u>	<u>118,447</u>
Total operating revenue	<u>15,498,245</u>	<u>228,008</u>	<u>(227,916)</u>	<u>15,498,337</u>
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	<u>60,447</u>	<u>35,984</u>	<u>-</u>	<u>96,431</u>
Total operating expenses	<u>15,823,308</u>	<u>150,810</u>	<u>(227,916)</u>	<u>15,746,202</u>
(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	<u>22,901</u>	<u>-</u>	<u>-</u>	<u>22,901</u>
(Decrease) increase in unrestricted net assets	<u>\$ (301,797)</u>	<u>\$ 77,198</u>	<u>\$ -</u>	<u>\$ (224,599)</u>

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	<u>(274,770)</u>	<u>-</u>	<u>-</u>	<u>(274,770)</u>
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	<u>75,190</u>	<u>-</u>	<u>-</u>	<u>75,190</u>
Total operating revenue	<u>14,847,050</u>	<u>228,007</u>	<u>(227,916)</u>	<u>14,847,141</u>
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	<u>67,608</u>	<u>50,015</u>	<u>-</u>	<u>117,623</u>
Total operating expenses	<u>15,283,791</u>	<u>165,574</u>	<u>(227,916)</u>	<u>15,221,449</u>
(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	<u>175,595</u>	<u>-</u>	<u>-</u>	<u>175,595</u>
(Decrease) increase in unrestricted net assets	<u>\$ (230,142)</u>	<u>\$ 62,433</u>	<u>\$ -</u>	<u>\$ (167,709)</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	<u>Lamprey Health Care, Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>2018 Consolidated</u>
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	<u>22,901</u>	<u>-</u>	<u>22,901</u>
(Decrease) increase in unrestricted net assets	<u>(301,797)</u>	<u>77,198</u>	<u>(224,599)</u>
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	<u>(22,901)</u>	<u>-</u>	<u>(22,901)</u>
Decrease in temporarily restricted net assets	<u>(53,492)</u>	<u>-</u>	<u>(53,492)</u>
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	<u>8,747,590</u>	<u>1,902,676</u>	<u>10,650,266</u>
Net assets, end of year	<u>\$ 8,392,301</u>	<u>\$ 1,979,874</u>	<u>\$ 10,372,175</u>

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	<u>175,595</u>	<u>-</u>	<u>175,595</u>
(Decrease) increase in unrestricted net assets	<u>(230,142)</u>	<u>62,433</u>	<u>(167,709)</u>
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	<u>(175,595)</u>	<u>-</u>	<u>(175,595)</u>
Decrease in temporarily restricted net assets	<u>(7,748)</u>	<u>-</u>	<u>(7,748)</u>
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	<u>8,985,480</u>	<u>1,840,243</u>	<u>10,825,723</u>
Net assets, end of year	<u>\$ 8,747,590</u>	<u>\$ 1,902,676</u>	<u>\$ 10,650,266</u>

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
<u>United States Department of Health and Human Services</u>			
<u>Direct</u>			
<i>Health Centers Cluster</i>			
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		<u>2,444,721</u>
Total Health Centers Cluster			<u>3,482,655</u>
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
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
<i>Dartmouth College</i>			
Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	6125R989	77,248
<i>State of New Hampshire Department of Health and Human Services</i>			
Family Planning Services	93.217	010-090-55300000-500731	140,564
<i>State of New Hampshire Department of Health and Human Services</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	010-092-3395-102-500731	82,857
<i>Dartmouth College</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	R831	<u>37,325</u>
Total CFDA 93.243			<u>120,182</u>
<i>Dartmouth College</i>			
Public Health Training Centers Program	93.249	1383	14,880
<i>State of New Hampshire Department of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	010-045-61460000-500731	15,543
Temporary Assistance for Needy Families	93.558	010-045-61460000-500891	<u>5,182</u>
Total CFDA 93.558			<u>20,725</u>
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	<u>12,186</u>
Total CFDA 93.758			<u>19,840</u>
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	<u>21,314</u>
Total CFDA 93.959			<u>123,329</u>
Maternal and Child Health Services Block Grant to the States	93.994	010-090-51900000-500731	<u>134,605</u>
Total Federal Awards, All Programs			<u>\$ 4,242,328</u>

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.



**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



**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



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

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



21A amended

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.

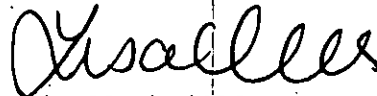
Area served: Statewide

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).

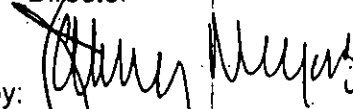
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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# FHPA016248

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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	<i>\$219,850</i>

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
			<i>Subtotal:</i>	<i>\$154,764</i>

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
			<i>Subtotal:</i>	<i>\$166,216</i>

**Planned Parenthood of Northern New England
100% General Funds****Vendor ID #177528-R002**

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
			<i>Subtotal:</i>	<i>\$548,000</i>

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
			<i>Subtotal:</i>	<i>\$90,628</i>

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
			<i>Subtotal:</i>	<i>\$66,064</i>

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
			<i>Subtotal:</i>	<i>\$24,722</i>

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
			<i>Subtotal:</i>	<i>\$23,000</i>

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
			<i>Subtotal:</i>	<i>\$23,000</i>

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
			<i>Subtotal:</i>	<i>\$59,438</i>

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
			<i>Subtotal:</i>	<i>\$45,236</i>

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
			<i>Subtotal:</i>	<i>\$45,236</i>

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
			<i>Subtotal:</i>	<i>\$22,570</i>
			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

Bidder Name
1. Community Action Program Belknap-Merrimack Counties, Inc.
2. Concord Hospital, Family Health Center
3. Coos Co. Family Health
4. Equality Health Center
5. Joan G. Lovering Health Care
6. Lamprey Health Care, Inc.
7. Manchester Community Health Center
8. Mascoma Community Health Care, Inc.
9. Planned Parenthood of Northern New England
10. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

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.

Page 2

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis", followed by a large, stylized flourish or checkmark-like stroke.

Denis Goulet

DG/mh
DoIT #2018-001



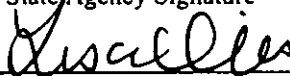

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-06)

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 		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  [Seal] MICHELLE L. GAUDET, Notary Public My Commission Expires August 2, 2022			
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 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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor 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.

AAS

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Exhibit A

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.

AAS

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Exhibit A

- 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.

AAS

10/11/17



Exhibit A

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.



Exhibit A

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: Lamprey Health Care, Inc.

Budget Request for: Family Planning

(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Costs				Contractor Share / Match				Funded by DHH Contract Share			
	Original	Revised	Original	Revised	Original	Revised	Original	Revised	Original	Revised	Original	Revised
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	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 33,675.93	\$ -	\$ 33,675.93	\$ -	\$ 13,675.93	\$ -	\$ 13,675.93	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
Office	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 22,130.56	\$ -	\$ 22,130.56	\$ -	\$ 22,130.56	\$ -	\$ 22,130.56	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 1,301.82	\$ -	\$ 1,301.82	\$ -	\$ 1,301.82	\$ -	\$ 1,301.82	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HR/IT Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin/Finance Nonstatutory 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	\$ 540,739.84	\$ -	\$ 540,739.84	\$ -	\$ 358,157.84	\$ -	\$ 358,157.84	\$ -	\$ 201,582.00	\$ -	\$ 201,582.00	\$ -

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

Line Item	Total Program Cost				Contractor Share / Match				Funds Provided by DHEH/contract share			
	FY17	FY18	FY19	FY20	FY17	FY18	FY19	FY20	FY17	FY18	FY19	FY20
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	\$ -

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: 7/1/16 - 6/30/17

Bidder/Program Name		Contractor/Share F/M/Total		Contractor/Share F/M/Total		Contractor/Share F/M/Total		Contractor/Share F/M/Total		Contractor/Share F/M/Total	
Total Item		Total Item		Total Item		Total Item		Total Item		Total Item	
1. Total Salary/Wages	\$ 379,195.77	\$ -	\$ 379,195.77	\$ 227,179.77	\$ -	\$ 227,179.77	\$ 152,016.00	\$ -	\$ 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	\$ -	\$ 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	\$ 1,087.64	\$ -	\$ 1,087.64	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 33,875.93	\$ -	\$ 33,875.93	\$ 13,875.93	\$ -	\$ 13,875.93	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Office	\$ 171.18	\$ -	\$ 171.18	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,648.93	\$ -	\$ 1,648.93	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 22,130.56	\$ -	\$ 22,130.56	\$ 22,130.56	\$ -	\$ 22,130.56	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 1,301.82	\$ -	\$ 1,301.82	\$ 1,301.82	\$ -	\$ 1,301.82	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Finance/Admin Nonsalar Allocation	\$ 2,800.07	\$ -	\$ 2,800.07	\$ 2,800.07	\$ -	\$ 2,800.07	\$ -	\$ -	\$ -	\$ -	\$ -
HR/IT Allocation	\$ 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	\$ -	\$ 201,582.00

**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

Line Item	Total Program Cost				Contractor Share/Match				Funded by Other Sources			
	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit
1. Total Salary/Wages	\$ 24,194.12	\$	-	\$	24,194.12	\$	-	\$	24,194.12	\$	-	\$
2. Employee Benefits	\$ 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	\$	-	\$



SPECIAL PROVISIONS

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

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

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

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

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

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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

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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.



Exhibit C-1

- 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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Andrey Ashton-Savage
Name: Andrey 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

New Hampshire Department of Health and Human Services
Exhibit F



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.

Exhibit G

Contractor Initials

AA3

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

Exhibit G

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

Contractor Initials AMS
Date 10/11/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

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

ARS

10/11/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Lamprey Health Care, Inc.

Name of the Contractor

Audrey Ashton-Savage
Signature of Authorized Representative

Audrey Ashton-Savage
Name of Authorized Representative

President
Title of Authorized Representative

10/11/17
Date

AAS

10/11/17



**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

New Hampshire Department of Health and Human Services
Exhibit J



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. DHHSCchiefInformationOfficer@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

New Hampshire Department of Health and Human Services
Exhibit K



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 #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.

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

[Signature]
Name: Lisa Morris
Title: Director

Manchester Community Health Center

6/4/19
Date

[Signature]
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]
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

New Hampshire Department of Health and Human Services
Family Planning Services Contract



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

Lisa M. English
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



New Hampshire Department of Health and Human Services
Family Planning Services

Exhibit A, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit A, Amendment #1

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

Manchester Community Health Center

Exhibit A, Amendment #1

Contractor Initials W

RFA-2018-DPHS-03-FAMIL-07-A01

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Date 6/4/19



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit A, Amendment #1

- 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



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit A, Amendment #1

- 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>**

Attachment A, Amendment #1

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.

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- 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

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6/4/19

Attachment A, Amendment #1

- 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

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Attachment A, Amendment #1

- 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

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6/4/19

Attachment A, Amendment #1

- 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.

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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

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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.

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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 purchased by calling 1-800-762-2264 or through the Bookstore on the ACOG Web site:*
http://www.acog.org/Resources_And_Publications.

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- 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>

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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.

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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.

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- 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:
 - o Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
 - o 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
 - o 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:

- 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.

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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

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

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

SFY 20 Outcome

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

SFY 21 Outcome

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

Goal 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)

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Attachment C, Amendment #1

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	TITLE X PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: The percent of family planning clients of reproductive age who receives preconception counseling. SFY 20 Agency Target: SFY 21 Agency Target:	Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.
		SFY 20 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES	SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	

WORKPLAN PERFORMANCE OUTCOME (To be completed at end of SFY)**SFY 20 Outcome:** *Insert your agency's data/outcome results here for July 1, 2019-June 30, 2020***SFY 20 Outcome:** ____%____ 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*

Attachment C, Amendment #1

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: _____	
		SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES		

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 21 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*

Attachment C, Amendment #1

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: _____	
		SFY 21 Outcome: _____ Numerator: _____ Denominator: _____	
	EVALUATION ACTIVITIES		

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 21 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*

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.

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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.

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6/4/19

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.

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New Hampshire Title X Family Planning Program	
Family Planning Annual Report (FPAR) Data 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	

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6/4/19

Family Planning Reporting Calendar SFY 20-21

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> · 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	<ul style="list-style-type: none"> · 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	<ul style="list-style-type: none"> · 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	<ul style="list-style-type: none"> · 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	<ul style="list-style-type: none"> · 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	<ul style="list-style-type: none"> · I&E Material List with Advisory Board Approval Dates · Federal Scales/Fee Schedules
June 25, 2021	Clinical Guidelines Signatures (effective July 1, 2021)

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Attachment F, Amendment #1

August 31, 2021	<ul style="list-style-type: none">· 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.



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit B, Amendment #1

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

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6/4/19



**New Hampshire Department of Health and Human Services
Family Planning Services**

Exhibit B, Amendment #1

- 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.

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: 0004513507



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 May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

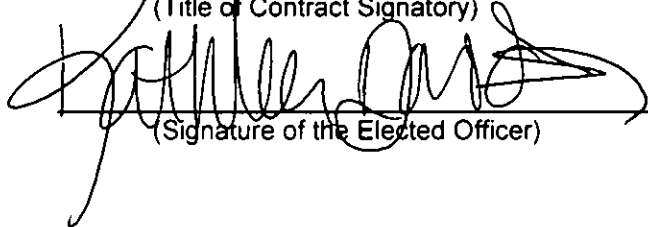
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on: June 4th, 2019
(Date)

RESOLVED: That the President/CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4th day of June, 2019
(Date Amendment Signed)

4. Kris McCracken is the duly elected President/CEO of the Agency
(Name of Contract Signatory) (Title of Contract Signatory)

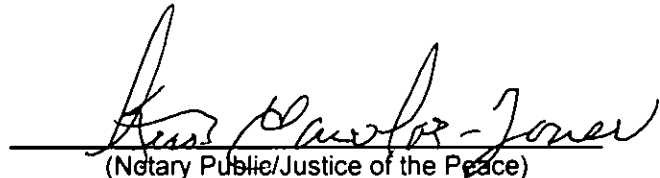

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of JUNE 20 19

By Kathleen Davidson
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/17/2023

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



MANCCOM-01

JTHAMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2019

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: info@clarkinsurance.com	
INSURED Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Company of the Southeast	39926
	INSURER B: AIX Specialty Insurance Co	12833
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2291045	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2291045	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2291045	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 9057737	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	FTCA GAP Liability			L1VA515491	7/1/2018	7/1/2019	Per Claim 1,000,000
B	FTCA GAP Liability			L1VA515491	7/1/2018	7/1/2019	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Dept of Health & Human Services
Contract Specialist/Program Specialist IV
Contracts & Procurement
129 Pleasant Street
Concord, NH 03301

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



Mission, Vision and Core Values

Mission

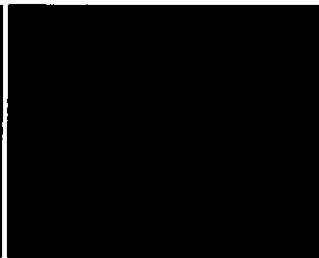
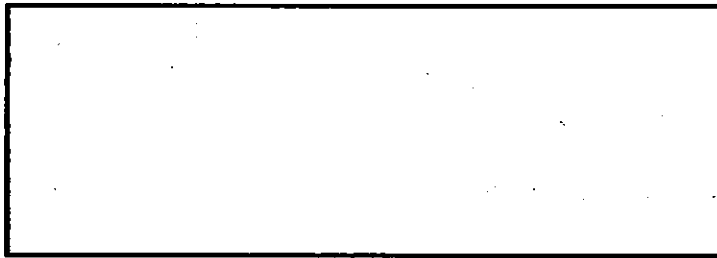
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





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

	<u>2018</u>	<u>2017</u>
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	<u>162,423</u>	<u>131,702</u>
Total current assets	3,516,479	3,805,166
Investment in limited liability company	22,589	20,298
Property and equipment, net	<u>4,650,347</u>	<u>4,362,418</u>
Total assets	<u>\$ 8,189,415</u>	<u>\$ 8,187,882</u>

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	<u>53,722</u>	<u>52,316</u>
Total current liabilities	2,938,589	2,978,810
Long-term debt, less current maturities	<u>1,153,279</u>	<u>1,206,475</u>
Total liabilities	<u>4,091,868</u>	<u>4,185,285</u>
Net assets		
Unrestricted	3,392,211	3,091,080
Temporarily restricted	603,978	810,159
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>4,097,547</u>	<u>4,002,597</u>
Total liabilities and net assets	<u>\$ 8,189,415</u>	<u>\$ 8,187,882</u>

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

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 9,898,890	\$ 9,734,445
Provision for bad debts	<u>(749,930)</u>	<u>(1,687,439)</u>
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	<u>1,027,841</u>	<u>716,090</u>
Total operating revenue	<u>17,662,368</u>	<u>15,900,103</u>
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	<u>91,771</u>	<u>54,071</u>
Total operating expenses	<u>18,125,296</u>	<u>17,525,344</u>
Deficiency of revenue over expenses	(462,928)	(1,625,241)
Grants for capital acquisition	-	69,001
Net assets released from restriction for capital acquisition	<u>764,059</u>	<u>328,693</u>
Increase (decrease) in unrestricted net assets	<u>\$ 301,131</u>	<u>\$ (1,227,547)</u>

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

	<u>2018</u>	<u>2017</u>
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	<u>764,059</u>	<u>328,693</u>
Increase (decrease) in unrestricted net assets	<u>301,131</u>	<u>(1,227,547)</u>
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	<u>(764,059)</u>	<u>(328,693)</u>
(Decrease) increase in temporarily restricted net assets	<u>(206,181)</u>	<u>228,459</u>
Change in net assets	94,950	(999,088)
Net assets, beginning of year	<u>4,002,597</u>	<u>5,001,685</u>
Net assets, end of year	<u>\$ 4,097,547</u>	<u>\$ 4,002,597</u>

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

	<u>2018</u>	<u>2017</u>
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	<u>57,126</u>	<u>125,077</u>
Net cash provided (used) by operating activities	<u>587,442</u>	<u>(1,086,903)</u>
Cash flows from investing activities		
Release of board-designated reserves	-	150,000
Capital expenditures	<u>(1,012,051)</u>	<u>(902,418)</u>
Net cash used by investing activities	<u>(1,012,051)</u>	<u>(752,418)</u>
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	<u>(51,790)</u>	<u>(50,522)</u>
Net cash provided by financing activities	<u>798,211</u>	<u>1,486,438</u>
Net increase (decrease) in cash and cash equivalents	373,602	(352,883)
Cash and cash equivalents, beginning of year	<u>671,890</u>	<u>1,024,773</u>
Cash and cash equivalents, end of year	<u>\$ 1,045,492</u>	<u>\$ 671,890</u>
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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 1,702,394	\$ 1,391,757
Provision	749,930	1,687,439
Write-offs	<u>(1,233,244)</u>	<u>(1,376,802)</u>
Balance, end of year	<u>\$ 1,219,080</u>	<u>\$ 1,702,394</u>

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Program services	\$15,680,929	\$15,198,514
Administrative and general	2,257,325	2,138,503
Fundraising	<u>187,042</u>	<u>188,327</u>
Total	<u>\$18,125,296</u>	<u>\$17,525,344</u>

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

2. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,105,431	4,327,993
Furniture and equipment	<u>1,961,844</u>	<u>1,693,049</u>
Total cost	7,148,275	6,102,042
Less accumulated depreciation	<u>2,502,418</u>	<u>2,099,884</u>
	4,645,857	4,002,158
Construction-in-process	<u>4,490</u>	<u>360,260</u>
Property and equipment, net	<u>\$ 4,650,347</u>	<u>\$ 4,362,418</u>

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:

	<u>2018</u>	<u>2017</u>
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	<u>12,688</u>	<u>18,682</u>
Total long-term debt	1,207,001	1,258,791
Less current maturities	<u>53,722</u>	<u>52,316</u>
Long-term debt, less current maturities	<u>\$ 1,153,279</u>	<u>\$ 1,206,475</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Temporarily restricted		
Program services	\$ 365,301	\$ 148,927
Child health services	162,045	269,272
Capital improvements	<u>76,632</u>	<u>391,960</u>
Total	<u>\$ 603,978</u>	<u>\$ 810,159</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

6. Patient Service Revenue

Patient service revenue follows:

	<u>2018</u>	<u>2017</u>
Gross charges	\$17,126,053	\$16,357,934
340B pharmacy revenue	<u>1,343,871</u>	<u>919,437</u>
Total gross revenue	18,469,924	17,277,371
Contractual adjustments	(6,929,944)	(6,088,033)
Sliding fee scale discounts	<u>(1,641,090)</u>	<u>(1,454,893)</u>
Total patient service revenue	<u>\$ 9,898,890</u>	<u>\$ 9,734,445</u>

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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:

	<u>2018</u>	<u>2017</u>
Medicare	13 %	14 %
Medicaid	23 %	42 %
Other	<u>64 %</u>	<u>44 %</u>
	<u>100 %</u>	<u>100 %</u>

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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

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	<u>57,275</u>
Total	<u>\$ 540,576</u>

Rent expenses amounted to \$241,375 and \$269,771 for the years ended June 30, 2018 and 2017, respectively.

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

Yarimar Borrero

70-1111-1111, NH 00000

[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

Diane Trowbridge



SUMMARY:

Experienced results-oriented in ambulatory healthcare with strong work ethic and proven leadership skills

LICENSES:

- Registered Nurse

ACCOMPLISHMENTS:

- Clinical Quality Leader
- Coordinator of Board of Directors Patient Care Assessment Committee
- Promoted to Senior Management Team 2008
- Infection Control Practitioner
- JCAHO Survey/PPR (Periodic Performance Review) Leader
- Coordinator Nursing Task Force
- Project Lead-Patient Centered Medical Home Recognition –Level 3
- Chair Quality and Standards Committee
- Chair Nursing Peer Review and Competency committee
- Core Team member Project 01 (electronic health record conversion)
- Developed Nursing Evidence Based Guidelines and Peer Review Committee
- Coordinate Provider Peer Review
- Coordinate Clinical Guidelines Committee

EXPERIENCE:

04/2013-present

Lowell Community Health Center

- Chief Quality Officer
- Responsible for Joint Commission Accreditation, Health Resources Services Administration Clinical Quality Measures, Patient-Centered Medical Home Level 3 recognition and implementation for high volume, diverse patient population

2009-present

Lowell Community Health Center

Lowell, Massachusetts

Chief of Clinical Operations

- In conjunction with Chief Medical Officer, responsible oversight for a busy, public community health center with internal medicine, family practice, pediatrics, OB/GYN, HIV, Family Planning, Behavior Health Services and School-based health centers with over 144 thousand visits annually

2007-2009

Director Family Practice, Prenatal and Women Services

- Responsible for the clinical, fiscal and administrative operation of ambulatory care services totaling over 15,000 patient visits annually
- Manage 5 grants with 3 departmental budgets
- Recruited, interviewed, hired, trained and supervised staff.
- Manage 47 employees of various disciplines including physician, nurse midwife, nursing and clinical support

2004-2007

Quality Nurse Manager and Infection Control Practitioner

- Develop Medication Management System
- Responsible for Infection Control Plan development and system-wide implementation
- Develop Employee Bloodborne Pathogen Exposure Plan
- Developed Staff Infection Control Trainings

- N95 Fit testing initiated for LCHC employees

Clinical Manager of Metta (family primary care practice focusing on Southeast Asian population)

- Responsible for clinical operation of busy ambulatory primary care department
- Providing direct patient care services with over 8000 visits annually
- Responsible for clinical operation of RHAP (MDPH Refugee Health Assessment Program)

1998-2004

Department Manager (Women's Reproductive Health)

- Coordinated clinic and staff schedules.
- Recruited, interviewed, hired, trained and supervised staff.
- Participated in monthly Department Manager and Quality Improvement Meetings.
- Maintained compliance with state and federal grants.
- Conducted monthly staff meetings and internal quality improvement audits.
- Assessed staff training needs and scheduled In-Service education.
- Developed and implemented protocols and logbooks.
- Conducted follow-up on patients with abnormal pap smears.
- Performed clinical nursing duties related to family planning.

1994-2000

Cardiology Associates of Greater Lowell

Senior Registered Nurse

Coagulation management/PN/INR tracking of over 100 patients

- Thallium Stress Tests
- Exercise tolerance testing
- Trans-telephonic pacemaker testing
- Direct patient office care for primary and cardiology patients

1989-1994

Healthworks

Lowell, Massachusetts

Family Planning Staff Nurse

Abnormal Pap Management Coordinator

Clinical Nurse Manager

- Direct family planning service provider for busy family planning clinic
- Designed and implemented abnormal pap management system

1982-1989

St. John Hospital/Saints Memorial Medical Center

Staff/Charge Nurse

- Emergency Department triage and critical care 1984-1989
- Charge nurse for 30 bed medical-surgical unit 1982-84
- Assumed charge responsibility of busy ambulatory emergency department
- Nominated for Staff Nurse award for Clinical Excellence in Emergency Nursing
- Served as a preceptor in a 112 hour program for Senior Nursing Students

EDUCATION:

2001

Suffolk University

Masters Certificate in Community Health Management

1982

Northern Essex Community College

Associate Degree in Nursing Science

High Honors

PROFESSIONAL:

- Member Massachusetts League of Community Health Centers (MLCH)
- Member National League of Community Health Centers
- Member Board of Directors House of Hope Family Shelter
- Member Greater Lowell Visiting Nurse Association
- Member Professional Workforce Group Massachusetts Midwifery Project
- Member American Association of Infection Control Professionals

- 2008 MLCHC (Massachusetts League of Community Health Centers)Employee of the Year
- Project Advisory Board Member'Caring for Women...A Profile of the Midwifery Workforce in Massachusetts; Center for Women in Politics and Public Policy ; McCormack Graduate School of Policy and Global StudiesUMass Boston

REFERENCES:

Available upon request

SUMMARY

Experienced and dedicated **PUBLIC HEALTH** professional with valuable combination of clinical and business expertise seeking further growth and challenge in a role where skills will be applied on a broader scope.

Passion for: identifying and addressing public health issues and concerns, preventing and resolving public health threats, promoting public health awareness and education—serving diverse populations within varying cultural, social and economic frameworks

CORE COMPETENCIES:

Leadership

Program Planning – Coordination – Implementation - Management

Multicultural Interface & Communication

Inter-organizational Liaison & Collaboration

Community Outreach

Public Health Issues – identify, address, prevent, educate

Immunization/Vaccination, Lead Poisoning, TB and other Infectious/Communicable Diseases

Assessment / Screening / Testing

Resource Coordination & Mobilization – professional, volunteer, clinical, human/social service

Data Maintenance / Management / Analysis

Translation / Interpretation

Presentation

Diverse Populations: Low-Income, At-Risk, Refugee, Multicultural, Adult & Pediatric

Enthusiastically welcomes new challenges and opportunities to expand knowledge and skills. Highly organized and attentive to detail, with focus on achieving big picture objectives through careful planning, coordination and management. Strong multitasking, prioritization, delegation and project management skills. Excellent formal and information communication ability. Skilled in building relationships, influencing others, and presenting information effectively.

PROFESSIONAL EXPERIENCE

MANCHESTER HEALTH DEPARTMENT, Manchester, NH (2001 – Present)

Serving the largest city in New Hampshire, one of the largest cities in New England

Public Health Specialist, 2004 – Present

Plan, coordinate and implement programs, projects, education and services in collaboration with resources in the community to assess, address, and prevent public health issues and conditions in the greater community and within specific at-risk populations/areas.

- Plan and implement activities and services for the identification and management of health care concerns associated with the *Refugee Health Program*. Coordinate screening, prevention and management programs, events and efforts serving 300-350 refugees annually from high conflict locations worldwide (Africa, Asia, Middle East). Adapt programs and services to specific population needs. Learn and apply cultural knowledge to break down cultural barriers and respect/employ accepted cultural practices.
- Work collaboratively on a team of public health professionals and with a variety of organizations, agencies, institutions and providers (e.g. International Institute of NH, Lutheran Social Services, Latin American Center, Southern New Hampshire Services, Easter Seals, Child Services, major hospitals, community health centers and private physician practices) to develop and deliver public health strategies, programs, services and education to optimize public health awareness, public health status and the prevention/resolution of public health concerns.
- Define and drive screening and prevention initiatives as well as community education programs.
- Spearhead immunization programs and collect related data to support ongoing funding.

- Select, coordinate and oversee language service providers.
- Research and analyze public health issues and data to continually identify, refine, evaluate and improve public health strategies and forecast public health needs.
- Provide case management and directly observed therapy (DOT) for TB patients.
- Conduct formal presentations on public health issues to targeted audiences within the community.
- Put together and facilitate focus groups from low access populations.
- Member, NH Refugee Advisory Committee

Public Health Translator, 2001 – 2004

- Comprehensive translations (consecutive and simultaneous) from Bosnian to English
- Created culturally appropriate health education materials on TB, immunizations and lead poisoning that were translated into Russian, French, Swahili, Vietnamese and Somali
- Key contributor to the Interpreter Confidentiality Agreement now in service

LANGUAGE BANK, LUTHERAN SOCIAL SERVICES, Concord, NH

Health Interpreter, 2012 – Present

- As needed interpreter and translator for Bosnian-speaking individuals within a variety of inpatient and outpatient settings (hospital, office, skilled nursing facility, home care, clinic, etc.).

Previous experience (clinical):

Emergency Room Technician, MAINE MEDICAL CENTER, Portland, Maine (1998 – 1999)

Registered Nurse, DEPT. FOR COMMUNICABLE DISEASES & MICROBIOLOGY, Bosnia (1996 – 1998)

Hands on clinical care in an inpatient setting. Developed and implemented nursing plans for hospital stay and home recovery. Performed all nursing functions (assessment, testing, treatments, medications). Utilized specialized skills (IV, phlebotomy, etc.). Educated patients and families regarding a variety of communicable diseases (tuberculosis, viral meningitis, hepatitis, etc.).

EDUCATION & CERTIFICATIONS

Bachelor of Science in Business & E-Business, University of Phoenix, AZ (2007)—GPA 3.5

Registered Nurse (RN), Medical School of Zenica, Bosnia and Herzegovina (1996)

Certified Lead Care II Analyzer, Environmental Services Agency (2007)

Certified Medical Translator, Cross Cultural Communication, Inc. (2001)

NH Lead Paint Laws, The New Hampshire Legal Assistance Housing Justice Project, 2009

Essentials for Healthy Housing Practitioners, B.U. / National Healthy Homes Training Center, 2009

Launching Healthy Homes Initiative, Boston University, 2008

National Incident Management System IS-700, FEMA, 2006

Leveraging Leadership, Manchester Health Department, 2006

NH Institute for Local Public Health Practice Professional Development Program, 2004 – 2005

Directly Observed Therapy, Division of TB, Mass, Department of Public Health, 2004

HIV Prevention Counseling, NH Department of Health and Human Services, 2001

Coursework in Statistics, Innovation and Epidemiology, Coursera online

HONORS & AWARDS

Achievement Award - 1st in class, NH INSTITUTE FOR LOCAL PUBLIC HEALTH PRACTICE (2006)

Letter of Recognition, AMERICAN RED CROSS, Greater Manchester Chapter, for exceptional liaison work with International Social Services (2005)

LANGUAGE SKILLS

Bilingual – Bosnian & English; learning Turkish

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.

*Wiley
left message*

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



KATE GUARDADO

[Type your e-mail] ♦

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

Kristin Migliori, R.N.

April 2006

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)

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

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

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

J. GAVIN MUIR



EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ

M.S. in Ecology and Evolutionary Biology, 1991

Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

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

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

EXPERIENCE

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

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 – September 2000

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

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

LICENSURE & CERTIFICATION

New Hampshire State Medical License 6/30/2012

DEA Certification 1/31/2012

ABFM Board Certified 12/31/2015

NALS/PALS/ALSO certified

Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians

American Medical Association

New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*. 2006

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

Dorice E. Reitchel, CNM, MSN

27 BROOK FIELD RD., Manchester, NH 03103, 603-564-1558, drd@falcom.net

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 **Certified Nurse Midwife, Dartmouth Hitchcock OB/ GYN & Nurse Midwifery**
Midwifery **Manchester, NH: full-time, September 2006 – Present**
Experience **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 take 18 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 occurred 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.

Zuheiddy Galicia

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.

Highlights	
<ul style="list-style-type: none">• 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.	

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

shari smith

~~1000 Main Street, Milford, NH 03055~~

WORK EXPERIENCE

LPN Office

St. Joseph Hospital - Milford, NH - June 2005 to Present

Responsibilities

Assist providers with patient care

Skills Used

Nursing assessments/skills

Self motivation

Compassion

EDUCATION

LPN in nursing

St. Joseph school of practical nursing - Nashua, NH
2003 to 2005

Nursing home 1st

started in
Internal Medicine



Family Medicine x 10 yrs



per diem Urgent Care

• Wants to start fresh 1840
personal life Δ's 2150

• wants to make a
difference in PT's
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 24.00
? 24.50

Steve Gutillweg reference

↳ great

24.50

3/10/15
firm per HE

• room Patients

• triage

• referrals

• pre-cert

• PA's

• Hedis reporting

• Vaccines

• order supplies

• treatments/meds

• EMR / CPS

↳ Uses Centricity
currently.



May 2017 (ves) 101 13-17 4

Alisha M. Nadeau

9:30 wed 5/8

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

MS in Nursing, Concentration in Clinical Nurse Leadership

Durham, NH

August 2015

THE PENNSYLVANIA STATE UNIVERSITY

BS in Biology

University Park, PA

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 March 2020

PROFESSIONAL EXPERIENCE

HealthFirst Family Care Center

Franklin, NH

Director of Clinical Services

May 2017 - Present

- Assume overall operational responsibility for Clinical and Quality Departments
- Supervise, train, and evaluate staff in the 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
- Manage training of staff regarding any changes in policies and procedures resulting from QI initiatives
- 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
- Ensures licensed staff work within their scope of practice
- Provide training and expertise of Centricity EMR documentation
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

HealthFirst Family Care Center

Franklin, 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 NCQA, PCMH, and Meaningful Use certifications
- Provide consultation and technical assistance to staff
- Train personnel

Laboratory Scientist III, Molecular Diagnostics Unit

April 2008 – January 2014

- Performed daily complex molecular testing on human, animal and environmental specimens
- Interpreted and reported the results to healthcare and public health professionals
- 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
- Researched and investigated scientific methodologies to advance and expand existing laboratory methods
- Developed, validated, and implemented new standard operating procedures
- Experience with grant preparation and progress reports, budget construction and management
- Trained personnel on laboratory procedures and analytical techniques
- Oversaw inventory of supplies, reagents, and instruments
- Member of the Quality Assurance & Quality Control Committee and Safety Committee

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
- Protected patients and employees by adhering to infection-control policies and protocols
- Oversaw inventory of pharmacy medications, supplies, and reagents
- Provided quality customer service to patients and other healthcare providers
- Expanded knowledge and understanding of medication risks and benefits

Repromedix

Woburn, MA

Senior Medical Laboratory Technologist

March 2005 – March 2008

- Performed daily intricate molecular testing on plasma, serum, semen, and blood for infertility determination
- 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
- Performed quality control analysis on outgoing test results
- Evaluated and reported experimental analysis and outcomes to regulating agencies
- Supervised various tests and problem solved their deviations
- Trained new employees on laboratory procedures and analytical techniques
- 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.

Marleni Martinez



Education:

Manchester West High School, Manchester, NH
September 2014 - June 2018

Experience:

Callogix, Bedford, NH

September 2018 - Present Day

- 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:

Yamilis Centeno



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 | - Communication |
| - Result-oriented | - Altruistic |
| - Time Management | - Resourceful/Solution based |
| - Adaptable | - Team player |
| - Multitasking | - Proficient in Microsoft Office |
| - Meticulous | - 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

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

**Manchester Community Health Center
Key Personnel**

Budget Request for: Family Planning Program Services - TANF
Budget Period: July 1, 2020 - June 30, 2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tarahija, Selma	Manager Health Equity & Population Health	\$ 66,726.40	25%	\$ 16,684.00

**Manchester Community Health Center
Key Personnel**

Budget Request for: Family Planning Program Services - TANF
Budget Period: July 1, 2019 - June 30, 2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tarahija, Selma	Manager Health Equity & Population Health	\$ 65,748.80	25%	\$ 16,437.00



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

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



21A amended

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
			<i>Subtotal:</i>	<i>\$219,850</i>

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
			<i>Subtotal:</i>	<i>\$154,764</i>

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
			<i>Subtotal:</i>	<i>\$166,216</i>

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
			<i>Subtotal:</i>	<i>\$548,000</i>

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
			<i>Subtotal:</i>	<i>\$90,628</i>

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
			<i>Subtotal:</i>	<i>\$66,064</i>

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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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-2018-DPHS-03-FAMIL

RFA Name

RFA Number

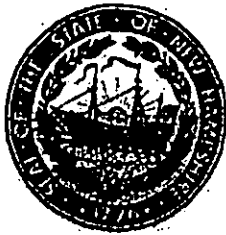
Reviewer Names

Bidder Name

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0
Pass	0	0

1. Community Action Program Belknap-Merrimack Counties, Inc.
2. Concord Hospital, Family Health Center
3. Coos Co. Family Health
4. Equality Health Center
5. Joan G. Lovering Health Care
6. Lamprey Health Care, Inc.
7. Manchester Community Health Center
8. Mascoma Community Health Care, Inc.
9. Planned Parenthood of Northern New England
10. White Mountain Community Health Center

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.

Page 2

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis', followed by a large, stylized flourish or loop.

Denis Goulet

DG/mh
DoIT #2018-001

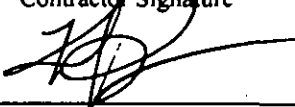
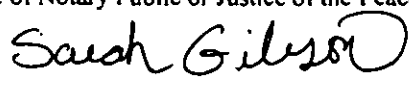
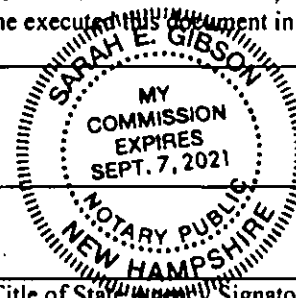
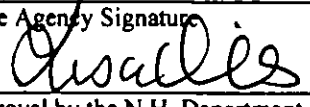
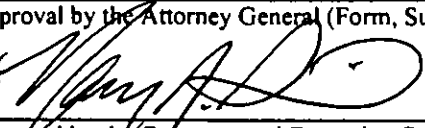
Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-07)

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 Chris McGracken, 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 <div style="display: flex; align-items: center;">  <div style="margin-left: 20px;">  </div> </div> <div style="margin-top: 5px;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace Sarah Gibson, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor 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.

1/24/17



Exhibit A

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.

11/17/17



Exhibit A

- 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/fertility, 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.

Ka
10/2/17



Exhibit A

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.

[Handwritten Signature]
10/12/17



Exhibit A

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.

YH
10/12/17



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.

KN
10/12/17

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

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

Indirect As A Percent of Direct

Initials JK
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 Item	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
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	\$ 22,818.00	\$ 2,492.17	\$ 28,110.17	\$ -	\$ 2,492.17	\$ 2,492.17	\$ 22,818.00	\$ -	\$ -	\$ 22,818.00				

Indirect As A Percent of Direct

11.0%

Exhibit B-2 Budget

Initials

Date

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

Line Item	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1. Total Salary/Wages	\$ 66,868.54	\$ 6,652.06	\$ 96,520.60	\$ -	\$ 6,652.06	\$ 6,652.06	\$ 6,652.06	\$ 66,868.54	\$ -	\$ -	\$ -	\$ -	\$ 66,868.54
2. Employee Benefits	\$ 18,834.30	\$ 2,092.70	\$ 20,927.00	\$ -	\$ 2,092.70	\$ 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	\$ 180.71	\$ 2,207.09	\$ -	\$ -	\$ -	\$ -	\$ 2,207.09
Medical	\$ 909.09	\$ 90.91	\$ 1,000.00	\$ -	\$ 90.91	\$ 90.91	\$ 90.91	\$ 909.09	\$ -	\$ -	\$ -	\$ -	\$ 909.09
Office	\$ 272.73	\$ 27.27	\$ 300.00	\$ -	\$ 27.27	\$ 27.27	\$ 27.27	\$ 272.73	\$ -	\$ -	\$ -	\$ -	\$ 272.73
6. Travel	\$ 378.71	\$ 213.88	\$ 592.59	\$ -	\$ 213.88	\$ 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	\$ 45.45	\$ 454.54	\$ -	\$ -	\$ -	\$ -	\$ 454.54
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 108,925.00	\$ 12,302.99	\$ 123,227.99	\$ -	\$ 12,302.99	\$ 12,302.99	\$ 12,302.99	\$ 108,925.00	\$ -	\$ -	\$ -	\$ -	\$ 108,925.00

Indirect As A Percent of Direct

11.2%

Exhibit B-3 Budget

Initials *for*
Date *10/14/17*

**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	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
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	\$ 22,818.00	\$ 2,492.17	\$ 28,110.17	\$ -	\$ 2,492.17	\$ 2,492.17	\$ 22,818.00	\$ -	\$ 22,818.00				

Indirect As A Percent of Direct

11.0%

Exhibit B-4 Budget

Initialed
Date 1/12/17



SPECIAL PROVISIONS

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

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

[Handwritten signature]
Date 10/2/17



- 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.

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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

[Signature]
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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

Contractor Initials *YK*
Date *10/17*



- 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.

Yn^s
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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.

YH
10/12/17



Exhibit C-1

- 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.

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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

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- 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

[Signature]
Name: Kris McCracken
Title: President/CEO

KW
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Manchester Community Health Center

10/12/17
Date

[Signature]
Name: Chris McCracken
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

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

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

PRIMARY COVERED TRANSACTIONS


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

Exhibit G

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

Contractor Initials

Date

[Signature]
[Date: 10/17/17]

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Manchester Community Health Center

10/12/17
Date


Name: Chris McCracken
Title: President/CEO

Exhibit G

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

Contractor Initials JSW

Date 10/12/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Contractor Name: Manchester Community Health Center

10/17/17
Date



Name: Kris McCracken
Title: President/CEO

Contractor Initials Kai
Date 10/21/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]
10/12/17



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

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Contractor Initials *KL*

Date *50/2/17*



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

10/1/17



Exhibit I

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

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

Department of Health and Human Services

The State

Chasallie
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Manchester Community Health Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kris McCracken
Name of Authorized Representative

President/CEO
Title of Authorized Representative

10/12/17
Date

MM
10/12/17



**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.

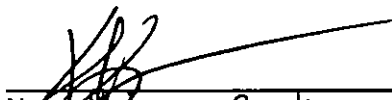
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

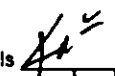
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: Kris McCracken
Title: President/CEO

Contractor Initials 
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: 92864937
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

**New Hampshire Department of Health and Human Services
Exhibit K**



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.