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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
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NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs for all

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

January 21, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

100% General funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into agreements with vendors for an amount not to exceed $900,000 to provide family planning services effective the date of Governor and Executive Council approval through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Concord Feminist Health Center.	$73,218
Feminist Health Center of Portsmouth dba Joan G Lovering Health Center.	$89,214
Planned Parenthood of Northern New England	$737,568
TOTAL	$900,000

Funds are available in the following account for SFY 2014 and SFY 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Please see attachment for financial details

EXPLANATION

The biennial budget adopted by the legislature and signed into law effective July 1, 2013 added additional funding for family planning services {2013 Chapter 143}. The requested action seeks approval of three agreements to provide a continuum of affordable, comprehensive and accessible reproductive healthcare services to low-income women, men, and adolescents in Concord and surrounding towns, Seacoast area, Barrington, Dover, Durham, Farmington, Greenland, Lee,

Middleton, Newington, Newmarket, Nottingham, Raymond, Rochester, Somersworth, Stratham, Manchester, Keene, and Claremont, New Hampshire.

Family Planning services include: health examinations; screenings for cancer and sexually transmitted diseases (STD) including testing for Chlamydia and Human Immunodeficiency Virus (HIV); reproductive health education including healthy relationships and abstinence education; awareness of and access to, safe and effective contraception at low or no cost; and health counseling that promotes healthy, planned pregnancies.

New Hampshire's network of community-based clinics is the foundation for providing high quality reproductive health services to New Hampshire's low-income population. Providing contraceptive and family planning services saves more in costs than what would be spent on medical care and social services for births due to unintended pregnancies.

- In 2010, there were 63,840 women in New Hampshire in need of *publicly supported* contraceptive services and supplies. Of these, 20,380 were in need of publicly supported services because they were sexually active teenagers, and 43,480 because they had incomes below 250% of the federal poverty level.[1]
- In 2010 in New Hampshire, 35 safety net health centers provided contraceptive care to 23,900 women—including 5,230 teenagers. [2]
- The services provided at publicly funded family planning centers in New Hampshire saved the federal and state governments $10,200,000 in 2010. [3]

Should Governor and Executive Council not authorize this request, there would be a decrease in the availability of quality reproductive health services for approximately 1,600 adolescents, minorities and low-income women and men in underserved areas of the State. New Hampshire could face increased long-term costs associated with health care and social services due to unintended pregnancies without the investment of these general funds.

This contract is awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from September 30, 2013 through November 1, 2013.

Three agencies responded to the request for proposals. An evaluation committee of five reviewers internal to the Division of Public Health Services evaluated the proposals. All reviewers have experience in managing agreements with vendors with various public health programs or non-profit programs that serve women, adolescents, or families. Areas of specific expertise include public health infrastructure, family planning and maternal and child health services. Reviewers evaluated proposals consistent with the evaluation criteria specified in the Request for Proposals. All proposals were determined to be of sufficient quality to receive funding. The Request for Proposal scoring summary is attached. The Bid Summary is attached.

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[1] http://www.guttmacher.org/datacenter/profiles/NH.jsp
[2] http://www.guttmacher.org/datacenter/profiles/NH.jsp
[3] http://www.guttmacher.org/datacenter/profiles/NH.jsp

determined to be of sufficient quality to receive funding. The Request for Proposal scoring summary is attached. The Bid Summary is attached.

The following performance measures will be used to measure the effectiveness of the agreements.

- The percent of clients under 100% FPL in the family planning caseload.
- The percent of clients under 250% FPL in the family planning caseload.
- The percent of clients under 20 years of age in the family planning caseload.
- The percent of clients served in the family planning programs 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 female users at risk of unintended pregnancy who adopt or continue the use of a highly or moderately effective FDA-approved contraceptive method annually.
- The proportion of female users who stated clear childbearing intentions that will initiate a client specific reproductive life plan annually.

Area served: Concord and surrounding towns, Seacoast area, Barrington, Dover, Durham, Farmington, Greenland, Lee, Middleton, Newington, Newmarket, Nottingham, Raymond, Rochester, Somersworth, Stratham, Manchester, Keene, and Claremont, New Hampshire.

Source of Funds: 100% General Funds.

Respectfully submitted,

José Thier Montero, MD, MHCDS
Director

Approved by:
Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT 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 AND COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

SFY 2014 - 100% General Funds
SFY 2015 - 100% General Funds

Concord Feminist Health Center (Vendor #257562-B001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080213	$36,609.00	$36,609.00	$73,218.00

Feminist Health Center of Portsmouth dba Joan G Lovering Health Center (Vendor #175132-R001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080213	$44,607.00	$44,607.00	$89,214.00

Planned Parenthood of Northern New England (Vendor #177528-R002

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080213	$368,784.00	$368,784.00	$737,568.00
		TOTAL	**$450,000.00**	**$450,000.00**	**$900,000.00**

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

New Hampshire Family Planning Program	14-DHHS-DPHS-01
RFP Name	RFP Number

Bidder Name	Maximum Points	Actual Points
1. Concord Feminist Health Center	100	69
2. Feminist Health Center of Portsmouth dba Joan G Lovering Health Center	100	76
3. Planned Parenthood of Northern New England	100	69

Reviewer Names

1. Michelle Ricco Jonas, Program Manager, 8 years experience
2. Donna Fleming, Program Administrator, 11 years experience
3. Jill Fournier, Public Health Nurse Coordinator, 19 years experience
4. Erica Proto, Program Planner, 8 years experience
5. Rhonda Siegel, Program Specialist, 30 years experience
6. Dolores Cooper, Financial Manager, 34 years experience
7. Philip J. Nadeau, Financial Analyst, 35 years experience
8. Richelle Swanson, Financial Administrator, 21 years experience

Subject: New Hampshire Family Planning Program

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** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Planned Parenthood of Northern New England, Inc.		**1.4 Contractor Address** 128 Lakeside Ave Suite 301 Burlington, VT 05401	
1.5 Contractor Phone Number 800-287-8188	**1.6 Account Number** 05-95-90-902010-5530-102-500734	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** 737,568.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Meagan Gallager, President & CEO	

1.13 Acknowledgement: State of VT, County of Chittenden

On 01/20/14, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Jennifer Powell

COMMISSION EXP: 2/10/15

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Brook Dupee, Bureau Chief
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 1-22-14
1.18 Approval by the Governor and Executive Council By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MG
Date: 01/20/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: WS
Date: 01/29/14

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: WG
Date: 01/20/14

SCOPE OF SERVICES

1. General Provisions

1.1. Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Emphasis will be placed on serving adolescents and individuals in low-income families (defined as < 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1) The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2) The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3) Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4) Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5) The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

1.2. Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

1.3. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, it is expected of the Contractor that culturally and linguistically appropriate services shall be provided according to the following guidelines:

1) Assess the ethnic/cultural needs, resources and assets of their community.
2) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3) Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in

listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4) Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5) The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

1.4. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1) The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).

2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

3) Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

1.5. Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1) The (Federal) Office of Population Affairs, Office of Family Planning, Program Guidelines for Project Grants for Family Planning Services, dated January 2001, and subsequent amendments, program instructions and clarifications.

2) National program priorities established by the Office of Population Affairs.

3) The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4) The Contractor must submit to DHHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5) The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

1.6. Publications Funded Under Contract

1) DHHS will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2) All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3) The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

2. Minimal Standards of Core Services

2.1. Service Requirements

2.1.1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2.1.2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

2.1.3. Health Education Materials

Health education materials produced with DHHS funding are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops with DHHS funding for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

2.1.4. Sterilization Services

Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

2.1.5. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform DHHS prior to initiating any research related to this contract.

2.2. Staffing Provisions

2.2.1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2.2.2. Medical Director Participation

The Contractor will have the services of a medical director who has special training and/or experience in family planning services. The medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In

addition, the medical director shall participate in QI activities and be available to other staff for consultation.

2.2.3. Staffing Changes

New Hires

The Contractor shall notify the DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify DHHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, DHHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

2.3. Coordination of Services

1) The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2) As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

The Contractor will identify community service providers who will be contacted to build partnerships, increase utilization, coordination and referrals.

2.4. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

3. Reporting Requirements

3.1. Workplans (Quality/Performance Improvement (QI/PI)

1) The Contractor shall submit to DHHS for review and approval, final Workplans within thirty (30) days from the effective date of this Agreement. The final Workplans will be used as a basis, the same Performance and Utilization Measures as described in the RFP and in Section 3.2 of Exhibit A.
2) Contractor shall comply with the approved Performance Workplans during the contract period and the Workplans will be used to monitor achievement of standard measures of performance of the services provided under this contract.
3) Performance Workplans and Workplan Outcome Reports will be completed at intervals specified by DHHS, the Contractor will report on their progress towards meeting the utilization measures and performance goals, and overall program goals and objectives to demonstrate

they have met the minimum required services for the proposal according to the schedule and instructions provided by DHHS. The Workplans are a key component of the DHHS performance based contracting system and of this contract.

4) The Contractor shall comply with minor modifications and/or additions to the Workplan and annual report format as requested by DHHS. DHHS will provide the Contractor with reasonable notice of such changes.

3.2. Data and Performance Monitoring

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to DHHS the following data used to monitor program performance:

1) In years when contracts or amendments are not required, the DHHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DHHS.
2) The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3) Completed UDS tables reflecting program performance in the previous calendar as requested by DHHS.
4) A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The
5) Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
6) An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
7) Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
8) By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report, as requested.
9) As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
10) Comply with all Family Planning Program and Bureau of Disease Control requirements for reporting chlamydia testing.

The following utilization and clinical performance measures will be used to measure the effectiveness of the agreement and provide incentive to meet the negotiated targets. These measures will apply to the services under this contract that are provided after commencement of any contract approved by the Governor and Executive Council, and will not apply to those services that are eligible for payment retroactively to July 1, 2013.

Contractor shall adhere to a target utilization goal for each month, to be established by mutual agreement of the parties.

Performance Indicator - Utilization Measures:

1) Contract running at 90% to 95% of utilization of the negotiated target for three or more consecutive months shall report and describe the steps to be taken to ensure achievement of the utilization target within 30 days.

2) Contract running at 80% to 89% of utilization of the negotiated target for two or more consecutive months shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.
3) Contract running below 80% of utilization in any given month shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.

Contracted agencies will provide services to:
1a: negotiated number of clients to be served annually
1b: negotiated number of clients <100% FPL to be served annually
1c. negotiated number of clients <250% FPL to be served annually
1d. negotiated number of clients <20 to be served annually
1e. negotiated number of clients on Medicaid to be served annually
1f. negotiated number of male clients to be served annually

4) Contractor shall report the proportion of female users at risk of unintended pregnancy who adopt or continue the use of a highly or moderately effective FDA-approved contraceptive method annually.

Clinical Performance Measure:

- 85% of female Family Planning users at risk of unintended pregnancy in each State Fiscal Year will adopt or continue to use a highly or moderately effective FDA-approved contractive method.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who report use of a highly or moderately effective method at the end of their most recent visit. CDC Effectiveness of contraceptive methods.
- Denominator: Number of Female Family Planning users at risk of unintended pregnancy.

5) Contractor shall report the proportion of female users who stated clear childbearing intentions that will initiate a client specific reproductive life plan annually.

Clinical Performance Measure:

- 80% of female Family Planning users in each State Fiscal Year will state their childbearing intentions that will initiate a client specific reproductive life plan.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who state their childbearing intentions and have a client specific reproductive life plan in their chart.
- Denominator: Number of Female Family Planning users.

3.3. On-site reviews

1) The Contractor shall allow a team or person authorized by the DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2) Reviews shall include client record reviews to measure compliance with this exhibit.
3) The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4) On-site reviews may be waived or abbreviated at the discretion of DHHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

   a. $368,784= 100% general funds SFY 2014
   b. $368,784= 100% general funds SFY 2015
   $737,568

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   a. Within fifteen (15) days from the effective date of this Agreement Contractor shall provide to DHHS for review and approval, final Budgets for each State Fiscal Year. Each budget will detail contract funds by line item, from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services.

   b. Payment for said services shall be made as follows:
   The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than sixty (30) days after the contract Completion Date.

   c. The invoice must be submitted to:
   Department of Health and Human Services
   Division of Public Health Services
   Email address: DPHScontractbilling@dhhs.state.nh.us

3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Since these funds support a statewide network of family planning services that is also supported by Title X funding, the federal restrictions under Section 1008 of Title X of the Public Health Service Act, as amended, stipulating that "None of the funds appropriated under this title shall be used for programs where abortion is a method of family planning" will be applied to these contracts. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

Exhibit B

4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

9) Written requests for adjustments to amounts within the price limitation will not be accepted after May 30th of each contract year.

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 fundors 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 fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

16. **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:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. 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

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Planned Parenthood of Northern New England, Inc.

01/20/14
Date

Name: Meagan Gallagher
Title: President + CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name: Planned Parenthood of Northern New England, Inc.

01/20/14
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Planned Parenthood of Northern New England, Inc.

01/20/14
Date

Name: Meagan Gallagher
Title: President/CEO

Contractor Initials MG
Date 01/20/14

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Planned Parenthood of Northern New England, Inc.

6/20/14
Date

Name: Meagan Gallagher
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Planned Parenthood of Northern New England, Inc.

01/20/14
Date

Name: Meagan Gallagher
Title: President | CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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.

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.

Use and Disclosure of Protected Health Information

1. 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
   2.1. For the proper management and administration of the Business Associate;
   2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
   2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. 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.
4. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

Termination for Cause

In addition to standard provision #10 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.

Miscellaneous

1. 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, and the HITECH Act as 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.
2. 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.
3. 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.
4. 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 and the HITECH Act.
5. 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.
6. 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Planned Parenthood of Northern New England, Inc.

1/20/14
Date

Name: President + CEO
Title: Meagan Gallagher

State Agency Name: Department of Health and Human Services

01/21/14
Date

Name: Brook Dupee
Title: Bureau Chief

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: Planned Parenthood of Northern New England, Inc.

6/20/14
Date

Name: Meagan O'Mahoney
Title: President & CEO

FORM A

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

1. The DUNS number for your entity is: 02-066-4637

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 X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

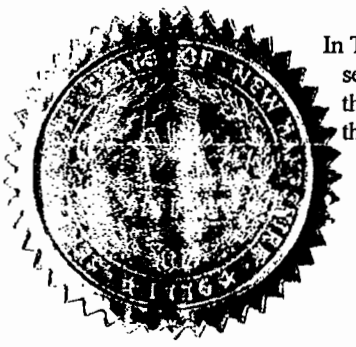
   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of November, A.D. 2013

William M. Gardner
Secretary of State

NH DHHS CERTIFICATE OF VOTE

I, Marilyn Blackwell, of Planned Parenthood of Northern New England, do hereby certify that:

1. I am the duly elected Secretary of Planned Parenthood of Northern New England;

2. The following are true copies of two resolutions duly adopted by a vote of the Board of Trustees of the corporation, duly held on January 20th, 2014;

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

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect this 20th day of January 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation as of January 20th, 2014.

Marilyn Blackwell

Marilyn Blackwell, Secretary

STATE OF Vermont

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 20th day of January 2014 by Marilyn Blackwell.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND
CORPORATE
SEAL

Notary Public/Justice of the Peace
My Commission Expires: Feb 10 2015

COLIN J MOONEY
NOTARY PUBLIC, VERMONT
MY COMMISSION EXPIRES FEB. 10, 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2014

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: healthcare.accountscss@marsh.com Fax: 212-948-1307

109210-NIP-CAS-14-15 BUR,VT GL

INSURED
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.
128 LAKESIDE AVE., SUITE 301
BURLINGTON, VT 05401

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Markel Insurance Company	38970
INSURER B :	N/A	N/A
INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-006794275-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			3C41034	01/01/2014	01/01/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X SIR: $100,000						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT X LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: STATE OF NH DEPT OF HEALTH AND HUMAN SERVICES GRANT FOR FAMILY PLANNING PROGRAM
NH DHHS IS INCLUDED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

NH DHHS
ATTN: BOBBIE AVERSA
129 PLEASANT ST, 4TH FLOOR
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Ricki Fitzsimmons

Client#: 3785 PLANNPAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2014

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

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

PRODUCER	CONTACT NAME: Michele Hall
Hackett Valine & MacDonald 140 Kennedy Drive P. O. Box 2127 So Burlington, VT 05407-2127	PHONE (A/C, No, Ext): 802 651-3340 FAX (A/C, No): 802 658-9419 E-MAIL ADDRESS: mhall@hvm.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : LM Insurance Corporation
INSURED Planned Parenthood of Northern New 128 Lakeside Avenue, Suite 301 Burlington, VT 05401	INSURER B : MEMIC Indemnity Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC531S392083013	11/01/2013	11/01/2014	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1810103854	11/01/2013	11/01/2014	E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Policy #WC531S392083013 covers Vermont and New Hampshire employees

Policy #1810103854 covers Maine employees

Includes New Hampshire Locations

CERTIFICATE HOLDER

Director, Division of Public Health Services
NH Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301-6504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lori G Walden

MDA

CONFIDENTIAL

BerryDunn

[redacted]

Planned Parenthood®
of Northern New England

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2012

(with Comparative Totals for 2011)

With Independent Auditor's Report

[redacted]

CONFIDENTIAL

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

December 31, 2012

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

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

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2012, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Planned Parenthood of Northern New England, Inc. as of December 31, 2012, and the consolidated changes in its net assets and its consolidated cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited PPNNE's 2011 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 22, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2011 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 2, 2013 on our consideration of PPNNE's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 2, 2013

CONFIDENTIAL

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Financial Position

December 31, 2012
(With Comparative Totals for 2011)

ASSETS

	Unrestricted	Temporarily Restricted	Permanently Restricted	**2012 Total**	2011 Total
Current assets					
Cash and cash equivalents	$ -	$ 662,370	$ -	**$ 662,370**	$ 380,713
Accounts receivable, net	1,251,488	-	-	**1,251,488**	949,777
Pledges receivable, net	270,911	661,727	1,000	**933,638**	470,995
Grants and other receivables	270,478	-	-	**270,478**	448,413
Inventories	338,761	-	-	**338,761**	290,543
Prepaid expenses and other current assets	249,076	-	-	**249,076**	252,689
Total current assets	2,380,714	1,324,097	1,000	**3,705,811**	2,793,130
Property and equipment					
Land	247,561	-	-	**247,561**	247,561
Buildings	2,610,771	-	-	**2,610,771**	3,398,667
Leasehold improvements	4,095,287	-	-	**4,095,287**	3,644,970
Furniture, fixtures and equipment	3,018,065	-	-	**3,018,065**	2,568,173
Construction-in-progress	279,130	-	-	**279,130**	477,444
	10,250,814	-	-	**10,250,814**	10,336,815
Less accumulated depreciation	(5,273,575)	-	-	**(5,273,575)**	(5,153,952)
Total property and equipment	4,977,239	-	-	**4,977,239**	5,182,863
Other assets					
Pledges receivable, net of current portion	-	428,798	-	**428,798**	-
Asset held for sale	277,961	-	-	**277,961**	-
Beneficial interest in trusts	-	478,910	-	**478,910**	435,083
Deposits	143,321	-	-	**143,321**	140,321
Long-term investments	3,874,274	44,916	1,272,914	**5,192,104**	5,738,891
Total other assets	4,295,556	952,624	1,272,914	**6,521,094**	6,314,295
Total assets	$11,653,509	$ 2,276,721	$ 1,273,914	**$15,204,144**	$14,290,288

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

LIABILITIES AND NET ASSETS

	Unrestricted	Temporarily Restricted	Permanently Restricted	**2012 Total**	2011 Total
Current liabilities					
Current portion of long-term debt	$ 1,210,000	$ -	$ -	**$ 1,210,000**	$ 1,199,000
Current portion of capital lease obligation	80,500	-	-	**80,500**	77,000
Cash overdraft	856,909	-	-	**856,909**	360,171
Line of credit	719,772	-	-	**719,772**	26,591
Accounts payable and accrued expenses	963,757	-	-	**963,757**	1,026,611
Accrued payroll	297,106	-	-	**297,106**	182,292
Accrued vacation	296,186	-	-	**296,186**	329,156
Unearned revenue	487,375	-	-	**487,375**	411,488
Total current liabilities	4,911,605	-	-	**4,911,605**	3,612,309
Other liabilities					
Long-term debt, net of current portion	866,464	-	-	**866,464**	1,075,024
Capital lease obligation, net of current portion	16,881	-	-	**16,881**	97,329
Total other liabilities	883,345	-	-	**883,345**	1,172,353
Total liabilities	5,794,950	-	-	**5,794,950**	4,784,662
Commitments and contingencies (Notes 11 and 12)					
Net assets					
Undesignated	3,016,213	-	-	**3,016,213**	3,360,705
Board-designated for long-term investment	2,842,346	-	-	**2,842,346**	3,837,536
Temporarily restricted	-	2,276,721	-	**2,276,721**	1,040,051
Permanently restricted	-	-	1,273,914	**1,273,914**	1,267,334
Total net assets	5,858,559	2,276,721	1,273,914	**9,409,194**	9,505,626
Total liabilities and net assets	$11,653,509	$ 2,276,721	$ 1,273,914	**$15,204,144**	$14,290,288

CONFIDENTIAL

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Activities

Year Ended December 31, 2012
(With Comparative Totals for 2011)

	Unrestricted	Temporarily Restricted	Permanently Restricted	**2012 Total**	2011 Total
Operating revenue and support					
Gross patient service revenue	$ 30,521,773	$ -	$ -	**$ 30,521,773**	$ 28,788,393
Less contractual allowances and discounts	19,373,085	-	-	**19,373,085**	18,412,932
Patient service revenue (net of contractual allowances and discounts)	11,148,688	-	-	**11,148,688**	10,375,461
Less provision for bad debts	524,788	-	-	**524,788**	318,185
Net patient service revenue	10,623,900	-	-	**10,623,900**	10,057,276
Federal funding	2,512,739	-	-	**2,512,739**	2,423,399
State funding	180,931	-	-	**180,931**	504,733
Local grants and contracts	62,767	-	-	**62,767**	50,565
Contributions and bequests	3,381,345	1,828,921	6,580	**5,216,846**	3,957,135
Investment income	149,308	87,692	-	**237,000**	224,000
Rental and other income	47,584	-	-	**47,584**	91,807
Meaningful use income	276,250	-	-	**276,250**	42,500
Gains on sales of property and equipment	-	-	-	-	1,164,862
	17,234,824	1,916,613	6,580	**19,158,017**	18,516,277
Net assets released from restrictions	708,413	(708,413)	-	-	-
Total operating revenue and support	17,943,237	1,208,200	6,580	**19,158,017**	18,516,277
Operating expenses					
Program services					
Direct patient services	13,730,087	-	-	**13,730,087**	12,356,266
Education and outreach	109,746	-	-	**109,746**	154,205
Public policy	768,650	-	-	**768,650**	752,031
Marketing and communication	175,552	-	-	**175,552**	368,126
Total program services	14,784,035	-	-	**14,784,035**	13,630,628
Support services					
General and administrative	3,670,506	-	-	**3,670,506**	3,753,260
Fundraising	1,007,584	-	-	**1,007,584**	856,625
PPFA program support	216,701	-	-	**216,701**	223,642
Total support services	4,894,791	-	-	**4,894,791**	4,833,527
Total expenses	19,678,826	-	-	**19,678,826**	18,464,155
Change in net assets from operations	(1,735,589)	1,208,200	6,580	**(520,809)**	52,122
Other changes					
Non-operating investment income (loss)	395,907	28,470	-	**424,377**	(512,960)
Change in net assets	(1,339,682)	1,236,670	6,580	**(96,432)**	(460,838)
Net assets, beginning of the year	7,198,241	1,040,051	1,267,334	**9,505,626**	9,966,464
Net assets, end of the year	$ 5,858,559	$ 2,276,721	$ 1,273,914	**$ 9,409,194**	$ 9,505,626

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

CONFIDENTIAL

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Cash Flows

Year Ended December 31, 2012
(With Comparative Totals for 2011)

	2012	2011
Cash flows from operating activities		
Change in net assets	**$ (96,432)**	$ (460,838)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	**692,661**	496,934
Change in allowance for uncollectible accounts	**220,000**	(69,000)
Unrealized/realized (gain) loss on investments	**(537,447)**	505,305
Contributions restricted to long-term purposes	**(421,368)**	(346,000)
Change in value of beneficial interest in trusts	**(43,827)**	(7,732)
Gains on sales of property and equipment	**-**	(1,164,862)
(Increase) decrease in		
Accounts receivable	**(521,711)**	198,648
Pledges receivable	**(783,373)**	176,148
Grants and other receivables	**177,935**	(220,615)
Notes receivable	**-**	50,000
Prepaid expenses	**3,613**	(78,195)
Deposits	**(3,000)**	(123,958)
Inventories	**(48,218)**	185,204
Increase (decrease) in		
Accounts payable and accrued expenses	**352,620**	18,790
Accrued payroll	**114,812**	(221,827)
Accrued vacation	**(32,970)**	29,280
Unearned revenue	**75,887**	(131,621)
Net cash used by operating activities	**(850,818)**	(1,164,339)
Cash flows from investing activities		
Purchases of property and equipment	**(1,180,470)**	(2,309,786)
Proceeds from sales of property and equipment	**-**	2,422,800
Proceeds from sale of investments	**2,248,677**	1,294,119
Purchases of investments	**(1,164,443)**	(970,908)
Net cash provided by investing activities	**(96,236)**	436,225
Cash flows from financing activities		
(Increase) decrease in cash overdraft	**496,738**	(115,105)
Contributions restricted to long-term purposes	**313,300**	190,333
Borrowings on line of credit	**10,971,223**	10,059,949
Payments on line of credit	**(10,278,042)**	(10,084,139)
Borrowings of long-term debt	**-**	1,000,000
Principal payments on long-term debt and capital lease	**(274,508)**	(237,934)
Net cash provided by financing activities	**1,228,711**	813,104
Net increase in cash and cash equivalents	**281,657**	84,990
Cash and cash equivalents, beginning of year	**380,713**	295,723
Cash and cash equivalents, end of year	**$ 662,370**	$ 380,713

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Consolidated Statement of Functional Expenses

Year Ended December 31, 2012
(With Comparative Totals for 2011)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication
Payroll and related costs	$ 7,458,948	$ 31,466	$ 419,399	$ 48,092
Contraceptive supplies	1,831,509	-	-	-
Outside laboratory fees	647,871	-	-	-
Space rent	663,503	-	74,898	-
Medical supplies	516,158	-	-	-
Telephone	331,873	794	15,155	4,090
Travel	244,014	5,263	37,056	2,278
Space repair and maintenance	251,320	-	7,699	-
Professional services	389,990	70,835	60,552	27,771
Advertising	6,776	476	290	23,128
Malpractice insurance	148,027	-	320	-
Outside printing	30,391	31	7,014	55,486
Office supplies	125,191	90	4,332	2,318
Utilities	114,753	-	4,230	-
Postage and shipping	60,199	14	1,138	8,059
Dues and materials	56,262	128	57,898	1,273
Equipment maintenance	121,635	477	6,787	-
Miscellaneous	67,914	(86)	2,025	90
Events	23,729	250	8,616	2,961
External patient assistance	118,458	-	-	-
Interest expense	45,061	-	12,558	-
Property tax and insurance	48,923	-	1,713	-
Licensed professionals	22,630	-	-	-
Direct mail	-	-	-	-
Total expenses before depreciation and PPFA program support	13,325,135	109,738	721,680	175,546
Depreciation and amortization	404,952	8	46,970	6
Total expenses before PPFA program support	13,730,087	109,746	768,650	175,552
PPFA program support	-	-	-	-
Total expenses	$ 13,730,087	$ 109,746	$ 768,650	$ 175,552

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

Total Program Services	General and Administrative	Fundraising	Total Support Services	**2012 Total**	2011 Total
$ 7,957,905	$ 2,246,898	$ 712,224	$ 2,959,122	**$ 10,917,027**	$ 10,675,471
1,831,509	-	-	-	**1,831,509**	1,308,227
647,871	-	-	-	**647,871**	638,309
738,401	287,004	36,257	323,261	**1,061,662**	646,236
516,158	-	-	-	**516,158**	481,678
351,912	131,113	20,591	151,704	**503,616**	545,295
288,611	62,730	19,628	82,358	**370,969**	298,540
259,019	10,864	4,857	15,721	**274,740**	334,972
549,148	333,012	34,000	367,012	**916,160**	1,015,914
30,670	20,320	-	20,320	**50,990**	123,383
148,347	-	-	-	**148,347**	150,931
92,922	483	42,823	43,306	**136,228**	184,069
131,931	38,007	3,866	41,873	**173,804**	195,741
118,983	22,368	3,882	26,250	**145,233**	146,283
69,410	8,431	26,525	34,956	**104,366**	96,768
115,561	21,619	2,395	24,014	**139,575**	98,239
128,899	98,073	11,710	109,783	**238,682**	293,143
69,943	37,060	5,163	42,223	**112,166**	113,290
35,556	20,143	11,243	31,386	**66,942**	84,243
118,458	-	-	-	**118,458**	88,124
57,619	84,403	5,210	89,613	**147,232**	94,710
50,636	12,818	1,712	14,530	**65,166**	64,811
22,630	-	-	-	**22,630**	6,057
-	-	59,933	59,933	**59,933**	59,145
14,332,099	3,435,346	1,002,019	4,437,365	**18,769,464**	17,743,579
451,936	235,160	5,565	240,725	**692,661**	496,934
14,784,035	3,670,506	1,007,584	4,678,090	**19,462,125**	18,240,513
-	216,701	-	216,701	**216,701**	223,642
$ 14,784,035	$ 3,887,207	$ 1,007,584	$ 4,894,791	**$ 19,678,826**	$ 18,464,155

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.

Notes to the Consolidated Financial Statements

December 31, 2012
(With Comparative Totals for 2011)

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established the Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities. Operations and balances of the Action Fund are considered immaterial to PPNNE, but are included in the accompanying financial statements.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Planned Parenthood of Northern New England, Inc. and Planned Parenthood of Northern New England Action Fund, Inc. (Action Fund). The Action Fund is consolidated since PPNNE has both an economic interest in the Action Fund and control of the Action Fund through a majority voting interest in its governing board. All material inter-organizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (GAAP). Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2011, from which the summarized information was derived.

Use of Estimates

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

Basis of Presentation

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

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

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

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

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

Donated Services

PPNNE receives noncash contributions in the form of volunteers performing various clerical functions to support program and administrative activities. No amounts have been recorded for these services. PPNNE recognized donated services of $39,407 and $50,066 in 2012 and 2011, respectively, for professional services provided to PPNNE.

Income Taxes

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

Cash and Cash Equivalents

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

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

Accounts Receivable

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

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

During 2012, PPNNE increased its estimate from $350,000 to $570,000, in the allowance for doubtful accounts relating to self-pay patients. Self-pay write-offs decreased from $387,185 in 2011 to $304,788 in 2012. These changes resulted from trends experienced in the collection of amounts from self-pay patients.

Inventories

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

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using the straight-line method

over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than $1,000 are capitalized.

Investments

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

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

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

Change in Net Assets from Operations

The statements of activities report changes in net assets from operations. The change in net assets which is excluded from this measurement is investment income (loss) recognized on investments less the annual spending policy.

Net Patient Service Revenue

PPNNE has agreements with third-party payors that provide for payments at amounts different from their established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. For the years ended December 31, 2012 and 2011, net patient service revenue was reduced by $8,799,727 and $7,908,015, respectively, as a result of third-party contractual allowances and other adjustments.

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

	2012	2011
Private pay	35%	40%
Other third-party payors	37%	37%
Federal and state	28%	23%
	100%	100%

Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges foregone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

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

	2012	2011
Charges foregone, based on established rates	$ 9,665,377	$10,030,990
Estimated costs and expenses incurred to provide charity care	$ 6,163,000	$ 6,356,000
Equivalent percentage of charity care charges to patient charges	31.67%	34.84%

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs to charges applied to charity charges forgone.

Meaningful Use Income

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

Payments to Affiliated Organization

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

Retirement Plan

PPNNE has a contributory, defined contribution retirement plan covering substantially all its employees who meet minimum service requirements. Employee contributions to the plan are based on a percentage of salary and are 100% vested when made. The employer contributions match employee contributions up to 2% provided the employee contributed a minimum of 2.5%. Employer contributions are fully vested when made. Retirement expenses were $105,455 and $94,119 in 2012 and 2011, respectively.

Functional Allocation of Expenses

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

New Accounting Pronouncement

In July 2011, the Financial Accounting Standards Board (FASB) amended Accounting Standards Codification (ASC) 954, *Health Care Entities*, to require certain health care entities to change the presentation of the statement of activities by reclassifying the provision for bad debts associated with patient service revenue from an operating expense to a deduction from patient service revenue (net of contractual allowances and discounts). Additionally, enhanced disclosures are required about the policies for recognizing revenue and assessing bad debts. The amendments also require disclosure of qualitative and quantitative information about significant changes in the allowance for doubtful accounts. The amendments to ASC 954 were effective for PPNNE beginning January 1, 2012 and have been incorporated into PPNNE's December 31, 2012 financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with GAAP, PPNNE has considered transactions or events occurring through May 2, 2013, which was the date that the consolidated financial statements were available to be issued.

Reclassifications

Certain amounts in the 2011 financial statements have been reclassified to conform to the current year's presentation.

PPNNE reclassified $1,000,000 in net assets from board designated to unrestricted as of December 31, 2011 to properly reflect the Board's release of these funds for operations.

2. Accounts Receivable

Accounts receivable consist of the following:

	2012	2011
Patient accounts receivable	**$ 2,731,488**	$ 2,019,777
Less allowance for contractual adjustments	**(910,000)**	(720,000)
Less allowance for uncollectible accounts	**(570,000)**	(350,000)
	$ 1,251,488	$ 949,777

3. Grants and Other Receivables

Grants and other receivables consist of the following:

	2012	2011
Federal and state grants	$ 256,792	$ 246,752
Miscellaneous	13,686	14,161
Due from lessor	-	187,500
	$ 270,478	$ 448,413

4. Pledges Receivable

Pledges receivable consist of the following at December 31:

	2012	2011
Contributions for:		
Unrestricted purposes	$ 1,239,858	$ 218,518
Upper Valley Relocation Project	90,334	155,867
Cancer Screening Access Fund	10,000	10,000
Laura Fund	200	200
Environmental Toxin Initiative	10,000	50,000
Other purposes	39,850	43,708
Pledges receivable	1,390,242	478,293
Less: Allowance for uncollectible contributions and unamortized discounts	(27,806)	(7,298)
Pledges receivable, net	1,362,436	470,995
Less: Pledges receivable, current portion	933,638	470,995
Pledges receivable, net of current portion	$ 428,798	$ -

Expected payments on pledges are as follows at December 31:

	2012	2011
Less than one year	$ 944,517	$ 478,293
One to five years	445,725	-
Pledges receivable	$ 1,390,242	$ 478,293

5. Beneficial Interest in Trusts

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

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

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 1% discount rate in 2012 and 2011.

Beneficial interest in trusts consists of the following:

	2012	2011
Charitable gift annuities	$ 113,242	$ 91,756
Pooled income funds	55,345	49,320
Charitable remainder annuity trust	11,050	9,761
Charitable remainder unitrusts	299,273	284,246
	$ 478,910	$ 435,083

6. Investments

The market value of the investments is as follows:

	2012	2011
Cash and cash equivalents	$ 142,179	$ 239,791
Short-term bonds	488,456	426,350
Bond funds	1,013,172	1,092,248
U.S. stocks	1,060,604	1,282,635
Non-U.S. stocks	1,115,956	1,155,045
Real estate securities	709,353	818,579
Commodity-linked securities	662,384	724,243
	$ 5,192,104	$ 5,738,891

Investment income (loss) is summarized as follows:

	2012	2011
Interest and dividend income	$ 151,745	$ 246,555
Realized gain	20,384	4,409
Change in unrealized gain (loss)	517,063	(509,714)
Investment fees	(27,815)	(30,210)
	$ 661,377	$ (288,960)

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

	2012	2011
Operating investment income	$ 237,000	$ 224,000
Non-operating investment income (loss)	424,377	(512,960)
	$ 661,377	$ (288,960)

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

7. Unearned Revenue

Unearned revenue consists of the following:

	2012	2011
Patient fees	$ 409,558	$ 406,768
Grants and contracts	77,517	4,100
Other	300	620
	$ 487,375	$ 411,488

8. Long-Term Debt

Long-term debt consists of the following:

	2012	2011
Mortgage note payable to People's United Bank, with monthly installments due of $14,341, including interest at 5.5%, through July of 2015, collateralized by buildings.	**$ 419,221**	$ 562,991
Tenant improvement loan payable to CLAPP Building Partners, LLC, due in monthly installments of $8,774, including interest at 7.5% through May 2013, and monthly installments of $9,119, including interest at 8.5% through May 2021, uncollateralized.	**$ 657,243**	$ 711,033
Margin loan payable to Fidelity Investments, due on demand, requiring monthly payments of interest only at 3.5%, collateralized by investments.	**1,000,000**	1,000,000
	2,076,464	2,274,024
Less current portion	**1,210,000**	1,199,000
Long-term debt, excluding current portion	**$ 866,464**	$ 1,075,024

Future maturities of long-term debt are as follows:

2013	$ 1,210,000
2014	223,000
2015	171,000
2016	72,000
2017	78,000
Thereafter	322,464
	$ 2,076,464

Cash paid for interest approximates interest expense for the years ended December 31, 2012 and 2011.

9. Line of Credit

PPNNE has a $1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at People's United Bank prime rate, subject to a floor (3.50% at December 31, 2012 and 2011). The agreement expires August 1, 2013. Under the terms of the agreement, unrestricted investments not to exceed $2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's accounts receivable aged 90 days and less, are pledged as collateral. As of December 31, 2012 and 2011, the outstanding balance on the line of credit was $719,772 and $26,591, respectively.

In connection with the 2012 line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2 to 1. PPNNE was not in compliance with this ratio for the years ended December 31, 2012 and 2011.

10. Capital Lease Obligation

PPNNE purchased a new phone system in December 2010, financed with a capital lease. The cost of the system was $247,784. The lease calls for monthly payments of $6,930 through January 2014, at which point the payments are reduced to $734 until the maturity date of January 2016. Accumulated depreciation on the phone system was $165,189 and $82,595 as of December 31, 2012 and 2011, respectively.

The minimal annual lease payments under this lease are as follows:

2013	$ 83,000
2014	9,000
2015	9,000
Total minimum lease payments	101,000
Less: imputed interest at 4.456%	3,619
Present value of total minimum lease payments	97,381
Less current principal obligation	80,500
	$ 16,881

11. Operating Leases

PPNNE rents certain facilities and leases office equipment from third parties under agreements reflected as operating leases. The total facility rent expense was $1,061,662 and $646,236 in 2012 and 2011, respectively. Total equipment lease expense was $77,793 and $56,980 in 2012 and 2011, respectively. Rental income was $12,000 and $8,500 in 2012 and 2011, respectively. Future minimum lease commitments are as follows:

2013	$ 1,093,400
2014	1,044,700
2015	1,010,700
2016	1,034,900
2017	1,059,400
Thereafter	4,169,479
	$ 9,412,579

12. Commitments and Contingencies

Grants and Contracts

Grants and contracts require the fulfillment of certain conditions as set forth in the instrument of the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantor. Although that is a possibility, management deems the contingency remote.

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. Generally accepted accounting principles require PPNNE to accrue the ultimate cost of malpractice claims when the indicant that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and to determine no such accrual is necessary for the year ended December 31, 2012. PPNNE intends to renew coverage on a claims made basis and anticipates coverage will be available in future periods.

13. Restrictions on Net Assets

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

	2012	2011
PPFA - planned gifts	**$ 179,637**	$ 150,837
Planned Gifts - other	**299,273**	284,246
Laura Fund	**26,433**	70,321
Restricted to future programs	**1,072,043**	38,569
Environmental Toxin Initiative	**39,609**	106,930
Cancer Screening Access Fund	**26,737**	21,067
CAPS Grant	**30,054**	17,640
The David Wagner Fund	**4,803**	3,305
Justice Fund	**4,713**	3,920
New Hampshire Public Policy	**25,000**	25,000
Upper Valley Relocation Project	**568,419**	318,216
	$ 2,276,721	$ 1,040,051

Net assets released from restrictions consist of the following:

	2012	2011
Laura Fund	$ 118,568	$ 88,439
Environmental Toxin Initiative	27,322	209,138
Cancer Screening Access Fund	7,847	27,445
CAPS Grant	218,586	168,778
The David Wagner Fund	1,479	908
Justice Fund	13	8,222
New Hampshire Public Policy	25,000	-
Upper Valley Relocation Project	115,166	2,784
Other programs	194,432	337,342
	$ 708,413	$ 843,056

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

	2012	2011
Key to the Future Fund, income unrestricted	$ 940,197	$ 940,197
Laura Fund, income unrestricted	128,169	128,169
The David Wagner Fund, income restricted	48,359	47,359
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	80,980	75,400
	$ 1,273,914	$ 1,267,334

14. Endowment

PPNNE's endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) which became effective May 5, 2009, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Directors for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

(1) The duration and preservation of the fund
(2) The purposes of the organization and the donor-restricted endowment fund
(3) General economic conditions
(4) The possible effect of inflation and deflation
(5) The expected total return from income and the appreciation of investments
(6) Other resources of the organization
(7) The investment policies of the organization

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2012 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	**$ (1,290)**	**$ 44,916**	**$ 1,272,914**	**$ 1,316,540**
Board-designated endowment funds	**2,843,636**	**-**	**-**	**2,843,636**
Total funds	**$ 2,842,346**	**$ 44,916**	**$ 1,272,914**	**$ 4,160,176**

The changes in endowment net assets for the fiscal year ended December 31, 2012 are as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, December 31, 2011	**$ 3,837,536**	**$ 3,070**	**$ 1,236,025**	**$ 5,076,631**
Investment return				
Investment income	**106,043**	**35,017**	**-**	**141,060**
Net appreciation	**417,910**	**119,537**	**-**	**537,447**
Total investment return	**523,953**	**154,554**	**-**	**678,507**
Contributions	**4,810**	**4,568**	**36,889**	**46,267**
Transfers to unrestricted	**-**	**(29,584)**	**-**	**(29,584)**
Withdrawals	**(1,374,645)**	**-**	**-**	**(1,374,645)**
Endowment assets appropriated for expenditure	**(149,308)**	**(87,692)**	**-**	**(237,000)**
Endowment net assets, December 31, 2012	**$ 2,842,346**	**$ 44,916**	**$ 1,272,914**	**$ 4,160,176**

The endowment net assets composition by type of fund as of December 31, 2011 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ (30,874)	$ 3,070	$ 1,236,025	$ 1,208,221
Board-designated endowment funds	3,868,410	-	-	3,868,410
Total funds	$ 3,837,536	$ 3,070	$ 1,236,025	$ 5,076,631

The changes in endowment net assets for the fiscal year ended December 31, 2011 are as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, December 31, 2010	$ 4,815,526	$ 232,402	$ 1,206,675	$ 6,254,603
Investment loss				
Investment income	180,588	50,418	-	231,006
Net depreciation	(425,110)	(111,069)	-	(536,179)
Total investment loss	(244,522)	(60,651)	-	(305,173)
Contributions	22,010	-	29,350	51,360
Transfers from unrestricted	-	30,874	-	30,874
Withdrawals	(731,033)	-	-	(731,033)
Endowment assets appropriated for expenditure	(24,445)	(199,555)	-	(224,000)
Endowment net assets, December 31, 2011	$ 3,837,536	$ 3,070	$ 1,236,025	$ 5,076,631

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature in the amount of $1,290 and $30,874 were reported in unrestricted net assets as of December 31, 2012 and 2011, respectively.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to provide a total return approach maximizing overall return; long-term returns should either match or exceed the total of the set payout, fees and inflation.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints. As a long-term policy guideline, equity investments will normally constitute at least 56% and fixed income securities no more than 36% of endowment assets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent twelve quarters. Appropriations and withdrawals in excess of this policy must be approved by the board of directors. Under this policy, PPNNE appropriated for distribution of $237,000 and $224,000 for operating purposes as of December 31, 2012 and 2011, respectively.

15. Fair Value Measurements and Disclosures

FASB ASC Topic 820-10-20, *Fair Value Measurements and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

	Fair value measurements at December 31, 2012			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 142,179	$ 142,179	$ -	$ -
Short-term bonds	488,456	488,456	-	-
Bond funds	1,013,172	1,013,172	-	-
U.S. stocks	1,060,604	1,060,604	-	-
Non-U.S. stocks	1,115,956	1,115,956	-	-
Real estate securities	709,353	709,353	-	-
Commodity-linked securities	662,384	662,384	-	-
Investments	$ 5,192,104	$ 5,192,104	$ -	$ -
Pledges receivable	$ 1,362,436	$ -	$ -	$ 1,362,436
Charitable gift annuities	$ 113,242	$ -	$ 113,242	$ -
Pooled income funds	55,345	-	55,345	-
Charitable remainder annuity trust	11,050	-	11,050	-
Charitable remainder unitrusts	299,273	-	299,273	-
Beneficial interest in trusts	$ 478,910	$ -	$ 478,910	$ -

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

	Fair value measurements at December 31, 2011			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 239,791	$ 239,791	$ -	$ -
Short-term bonds	426,350	426,350	-	-
Bond funds	1,092,248	1,092,248	-	-
U.S. stocks	1,282,635	1,282,635	-	-
Non-U.S. stocks	1,155,045	1,155,045	-	-
Real estate securities	818,579	818,579	-	-
Commodity-linked securities	724,243	724,243	-	-
Investments	$ 5,738,891	$ 5,738,891	$ -	$ -
Pledges receivable	$ 470,995	$ -	$ -	$ 470,995
Charitable gift annuities	$ 91,756	$ -	$ 91,756	$ -
Pooled income funds	49,320	-	49,320	-
Charitable remainder annuity trust	9,761	-	9,761	-
Charitable remainder unitrusts	284,246	-	284,246	-
Beneficial interest in trusts	$ 435,083	$ -	$ 435,083	$ -

Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments. The fair value for Level 2 investments is primarily based on the quoted market prices of the underlying assets, net of any associated liabilities.

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

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

	Pledges Receivable
December 31, 2010	$ 491,476
Contributions/additions	512,730
Receipts/distributions	(533,211)
December 31, 2011	470,995
Contributions/additions	**2,060,628**
Pledges written off	**(50,000)**
Change in value	**(20,507)**
Receipts/distributions	**(1,098,680)**
December 31, 2012	**$ 1,362,436**

16. Cash Flow Information

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

	2012	2011
Capital expenditures	**$ 764,996**	$ 3,561,793
Less: Long-term borrowings incurred on capital acquisitions	**-**	(739,200)
Less: Accounts payable as of year-end	**(97,333)**	(512,807)
Add: Payments on prior year short-term accounts used to finance capital expenditures	**512,807**	-
Purchases of property and equipment	**$ 1,180,470**	$ 2,309,786

Planned Parenthood®
of Northern New England

Mission of PPNNE

To provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.

Planned Parenthood
of Northern New England

PROGRAM SUPPORT DEPARTMENTS
128 Lakeside Ave., Suite 301, Burlington, VT 05401 • 800-287-8188
443 Congress St., 3rd Floor, Portland, ME 04101 • 800-854-9762
89 S. Main St., West Lebanon, NH 03784 • 800-622-4122

Planned Parenthood of Northern New England
Board of Trustees

Officers

President & CEO:	Meagan Gallagher
Chair:	Joanne D'Arcangelo
First Vice Chair:	Randall Rives Perkins
Second Vice Chair:	Lucy J. Karl, Esq.
Secretary:	Marilyn Blackwell, Ph.D.
Treasurer:	Jane Honeck

Trustees

Leslie Abrons, LCSW
Benjamin Adler
Marilyn Blackwell, Ph.D.
David Blittersdorf
Rachel Connell
Joanne D'Arcangelo
Benjamin Dudley
Rev. Marvin M. Ellison, Ph.D.
Iris Estabrook
Jennifer Goodspeed
Layne Gregory, LCSW
Jane Honeck
Matthew Houde
Lucy J. Karl, Esq.
Margot Milliken
Rashida Mohamed
Melinda Moulton
Linda Patchett
Randall Rives Perkins
Leah A. Plunkett
Mary Rauh
Benjamin T. Siracusa Hillman

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Planned Parenthood of Northern New England

Name of Program: New Hampshire Family Planning Program

BUDGET PERIOD: SFY 14				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
M Gallagher	CEO	$199,992	0.00%	$0.00
H Bushey	CFO	$120,000	0.00%	$0.00
H Reid	VP of Health Center Operations	$105,000	0.00%	$0.00
E Keith	Director of Government Grants	$46,000	0.00%	$0.00
			0.00%	$0.00
			0.00%	$0.00
			0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$0.00

BUDGET PERIOD: SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
M Gallagher	CEO	$205,992	0.00%	$0.00
H Bushey	CFO	$123,600	0.00%	$0.00
H Reid	VP of Health Center Operations	$108,150	0.00%	$0.00
E Keith	Director of Government Grants	$47,380	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$0.00

MEAGAN GALLAGHER

PROFILE

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

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont
Interim co-CEO and Senior Vice President of Business Operations January 2013 - Present

- Led organization through CEO transition and increased staff confidence in senior management
- Increased momentum of fundraising campaign, exceeding the $10M spring 2013 goal by $800,000
- Stabilized organization's finances by capturing revenue opportunities and streamlining expenses
- Recruited senior level management

Senior Vice President of Business Operations November 2010 – January 2013

- Stabilized health center visit volume after 5+ years of declines
- Achieved efficiencies through standardization of operations
- Opened St. Johnsbury, VT health center and relocated 3 additional health centers
- Led practice management and electronic health record implementation

PLANNED PARENTHOOD LEAGUE OF MASSACHUSETTS, Boston, Massachusetts
Senior VP Strategic Initiatives and Chief Operating Officer September 2004 – October 2010

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

Chief Financial Officer August 2000 – September 2004

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

Controller March 2000 – August 2000

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

PRICEWATERHOUSECOOPERS, Boston, Massachusetts
Senior Associate and Associate June 1997 – March 2000

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

EDUCATION

TUFTS UNIVERSITY, Medford, Massachusetts, 1997
BS Mathematics
Magna Cum Laude, Phi Beta Kappa

HEATHER L. BUSHEY, CPA

EDUCATION

Champlain College
Bachelor's Degree in Accounting May 1996

EXPERIENCE

Planned Parenthood of Northern New England Williston, VT
Chief Financial Officer August 2010 - Present

- Responsible for partnering with the CEO, the VP for Health Center Operations and the Management Team in the development of PPNNE's plans, policies and programs to ensure the fulfillment of PPNNE's strategic plan within a sound business environment.
- Directly oversee all financial activities, including preparation of current financial reports, long-range forecasts, cash flow monitoring and projecting, analysis of internal and external trends and performance indicators, and the agency budget.
- Supervise the Accounting Department, the Patient Accounts Department and Financial Analyst, ensuring those functions are aligned with organizational goals and are serving the needs of all internal and external customers.
- Provide leadership and support to the Board of Directors' Budget and Finance Committee and Investment Committee, including planning, facilitating agendas, providing meeting materials, recommendations and documentation of committee actions.
- Work closely with the VP of Health Center Operations and the Health Center Operations Team to assess and recommend improvements in the current clinic operational structure to maximize quality, productivity, revenue and profitability.
- Provided financial leadership through a $20 million capital campaign ensuring that the agency properly recognized all donations raised through the campaign and projected and monitored the agency's cash flow needs during the term of the campaign
- Participated as a member of the Core Group that led the agency through a successful Practice Management software conversion and a conversion to electronic health records.
- Selected to participate as a member of two National workgroups whose work included developing standardized financial policies for all affiliates, drafting an Affiliate Accounting and Reporting Standards Manual, and developing a National standardized data reporting package for all affiliates.

Director of Finance August 2001 – July 2010

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

McSoley McCoy & Co. South Burlington, VT
Audit Manager September 1996 – August 2001

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

Helen S. Reid, MPH

EDUCATION

2006-2008 **Masters of Public Health, Health Management & Policy Program**
University of Michigan, Ann Arbor, MI
Dean's Award

1994-1998 **Bachelor of Arts in English and Women's Studies**
Dickinson College, Carlisle, PA

PROFESSIONAL EXPERIENCE

Director of Health Center Operations **Burlington, VT**
Planned Parenthood of Northern New England *2010-Present*

- Supervise staff and operations for 21 health centers in Vermont, New Hampshire and Maine providing family planning services to over 43,000 patients each year
- Responsible for daily financial performance of health centers and ensuring operational efficiencies
- Led efforts to relocate or renovate and rebrand six health centers including two large health centers located in Portland, ME and Burlington, VT
- Implement new operational initiatives at health center level such electronic health records, telemedicine, standardization of workflows and customer service
- Oversee administration of $4 million government grant program across three states to include Title X, SSBG, and family planning Medicaid waiver program
- Successfully pursued $600,000 in funding to implement Navigator Programs in Vermont and New Hampshire at 10 health centers and expand access to health insurance for low-income populations
- Member of Senior Management team

Division Administrator **Boston, MA**
Division of Women's Health/Connors Center for Women's Health *2008-2009*
Brigham and Women's Hospital

- Responsible for financial performance of division as well as administrative oversight of $3 million NIH research grant program, Ryan Residency and Global Health fellowships and faculty recruitment and credentialing processes
- Oversee the financial management of clinical programs at the Gretchen and Edward Fish Center for Women's Health with an annual budget of $8 million and identify new revenue streams
- Supervised six administrative staff who provided support to faculty within research division and clinical programs

Vice President of Public Policy **West Palm Beach, FL**
Planned Parenthood of South Florida *2002- 2006*

- Managed $12 million dollar affiliate's Public Policy Department; supervised 4 staff and 300 volunteers.
- Acted as spokesperson for the affiliate on public policy issues, included television and radio interviews as well as print media; worked with CEO and PPFA to craft message on issues of national interest.
- Assisted with the crafting, passage and legal defense of legislation to create a buffer & quiet zone around all medical facilities in the city of West Palm Beach in response to arson
- Implemented local and state-level grant projects to conduct research in collaboration with University of South Florida, University of Florida and University of Miami.

Senior Legislative Aide **Washington, D.C.**
Congresswoman Louise Slaughter, U.S. House of Representatives *1999-2002*

- Managed the legislative agenda and activities of the Congressional Women's Caucus and the Congressional Pro-Choice Caucus on the member's behalf.

- Cultivated relationships with leaders of national women's health organizations and federal agencies.
- Wrote speeches and drafted legislation and amendments on issues of federal arts funding, access to health care and reproductive health services.
- Served as Assistant Campaign Manager for 2000 political campaign; running fundraising & grassroots programs.

AWARDS AND APPOINTMENTS

- Dean's Award, University of Michigan School of Public Health 2006-2008
- Graduate Student Instructor, OB/GYN Chief Dr. Timothy Johnson, Univ. of Michigan 2007-2008
- Planned Parenthood Federation of America's Affiliate Excellence Award in Public Policy 2006

VOLUNTEER ACTIVITIES

- Campaign Volunteer, Jill Krowinski for Vermont State Representative 2012
- United Way of Palm Beach, Allocations Committee 2010
- Patient Escort, Presidential Women's Center, West Palm Beach, FL 2002-2006

SKILLS AND TRAINING

- Completed PPFA's Management Mastery Series, 2005
- Proficient in Microsoft Word, Excel, Access, Publisher and Outlook
- Proficiency in NextGen, e-Medsys and eClinicalWorks
- Successfully completed Collaborative IRB Training Initiative (CITI) training in 2007, 2008, 2010
- Limited language skills in Spanish and German

Erika Renae Keith

Education

Northeastern University (Boston, MA) June 2008
Bachelor of Arts Degree in English, Summa Cum Laude GPA: 3.86
Honors: Valedictorian, English

Emerge Maine (Portland, ME) September 2013-Present
Class of 2014

Community College of Vermont (Winooski, VT) May 2011
Train the Trainer Certificate

Panurgy Corporate Education Center (Williston, VT) November 2010
Interviewing Skills Certificate

Cambridge College (Boston, MA) July 2009
Certificate in Non-Profit Leadership Development

Work Experience

Planned Parenthood of Northern New England (Burlington, VT) September 2013-Present
Director of Government Grants

- Develop, implement, and manage an integrated program of government grants across ME, NH and VT to further PPNNE's goals of increasing access to reproductive health care services for women and families.
- Partner with cross-departmental groups of staff to coordinate federal grant applications and reporting processes; provide leadership in strengthening cross-departmental work
- Write grant proposals and create budgets for state and federal grants.
- Coordinate the process of preparing for and conducting federal and state audits; coordinate responses to audit report
- In collaboration with public policy staff, foster relationships with state and federal government funding agencies by arranging and participating in meetings between PPNNE staff, grantor and other key partners.
- Represent PPNNE and the interest of the patients we serve in various community forums, especially as it relates to health care reform and other initiatives to expand access to reproductive health care.
- Improve and coordinate systems for evaluation of program effectiveness and the consistency of grant tracking.
- Understand regulatory and budgetary processes in each state as it relates to the provision of family planning and reproductive health care services to low-income populations.
- Participate in the development and monitoring of budgets cross departmentally as they related to federal and state grants.

Planned Parenthood of Northern New England (Burlington, VT) January 2010-September 2013
Volunteer Coordinator

- Recruit, and screen interns and volunteers across ME, NH & VT in health centers & administrative offices.
- Coordinate regular volunteer orientations and comprehensive trainings for all new volunteers.
- Foster community partnerships with organizations and campuses across ME, NH, & VT.
- Plan and lead multiple volunteer events, coordinate volunteers for donor and outreach events.
- Design and maintain all materials for volunteer orientations and trainings.
- Attend community events and fairs representing PPNNE.
- Manage all volunteer databases and track volunteer schedules and hours. Maintain all records, forms, and manuals surrounding all volunteer policies and procedures.
- Manage volunteer budget.

Big Sister Association of Greater Boston (Boston, MA) August 2008-May 2009 *AmeriCorps*
Ambassador of Mentoring, Recruitment and Community Partnerships

- Schedule and attend volunteer and child recruitment events.
- Form community and college partnerships.
- Collaborate with staff to launch Big Sister's Alumnae Association and Alumnae Association Board.
- Launch Big Sister's Diversity Council to support the recruitment of more women mentors of color.
- Plan and staff multiple Big Sister and AmeriCorps events.
- Attend AmeriCorps trainings on networking, marketing, volunteer recruitment, and support services.

Skills

Computer: MS Suite, Convio, VAN (Votebuilder), Authoria/PeopleFluent, Sage Fundraising, and Raiser's Edge.
Design: Photoshop, HTML, and Wordpress.
Social Media: Facebook, Twitter, LinkedIn, Google +, Pinterest, Tumblr, and Instagram.
Awards: 2012 PPFA National Award for Volunteer Excellence, 2010 Vermont Rising Star Award.

Subject: New Hampshire Family Planning Program

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** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Concord Feminist Health Center		**1.4 Contractor Address** 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	**1.6 Account Number** 05-95-90-902010-5530-102-500734	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** 73,218.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature Dalia M. Vidunas		**1.12 Name and Title of Contractor Signatory** DALIA M. VIDUNAS, EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of Merrimack.

On 1/20/2014, 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] Andra J. Priedite-Jones

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

Andra J. Priedite-Jones
My Commission Expires
October 6, 2015

1.14 State Agency Signature Brook Dupee	**1.15 Name and Title of State Agency Signatory** Brook Dupee, Bureau Chief
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Rosemary Ahern	On: 1-22-14
1.18 Approval by the Governor and Executive Council By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: DMW
Date: 1/20/14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: DMW
Date: 1/20/14

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: _____
Date: 1/20/14

SCOPE OF SERVICES

1. General Provisions

1.1. Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Emphasis will be placed on serving adolescents and individuals in low-income families (defined as < 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1) The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2) The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3) Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4) Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5) The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

1.2. Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

1.3. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, it is expected of the Contractor that culturally and linguistically appropriate services shall be provided according to the following guidelines:

1) Assess the ethnic/cultural needs, resources and assets of their community.
2) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3) Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in

listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4) Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5) The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

1.4. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1) The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).

2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

3) Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

1.5. Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1) The (Federal) Office of Population Affairs, Office of Family Planning, Program Guidelines for Project Grants for Family Planning Services, dated January 2001, and subsequent amendments, program instructions and clarifications.

2) National program priorities established by the Office of Population Affairs.

3) The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4) The Contractor must submit to DHHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5) The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

1.6. Publications Funded Under Contract

1) DHHS will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2) All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3) The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

2. Minimal Standards of Core Services

2.1. Service Requirements

2.1.1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2.1.2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

2.1.3. Health Education Materials

Health education materials produced with DHHS funding are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops with DHHS funding for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

2.1.4. Sterilization Services

Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

2.1.5. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform DHHS prior to initiating any research related to this contract.

2.2. Staffing Provisions

2.2.1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2.2.2. Medical Director Participation

The Contractor will have the services of a medical director who has special training and/or experience in family planning services. The medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In

addition, the medical director shall participate in QI activities and be available to other staff for consultation.

2.2.3. Staffing Changes

New Hires

The Contractor shall notify the DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify DHHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, DHHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

2.3. Coordination of Services

1) The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2) As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

The Contractor will identify community service providers who will be contacted to build partnerships, increase utilization, coordination and referrals.

2.4. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

3. Reporting Requirements

3.1. Workplans (Quality/Performance Improvement (QI/PI)

1) The Contractor shall submit to DHHS for review and approval, final Workplans within thirty (30) days from the effective date of this Agreement. The final Workplans will be used as a basis, the same Performance and Utilization Measures as described in the RFP and in Section 3.2 of Exhibit A.
2) Contractor shall comply with the approved Performance Workplans during the contract period and the Workplans will be used to monitor achievement of standard measures of performance of the services provided under this contract.
3) Performance Workplans and Workplan Outcome Reports will be completed at intervals specified by DHHS, the Contractor will report on their progress towards meeting the utilization measures and performance goals, and overall program goals and objectives to demonstrate

they have met the minimum required services for the proposal according to the schedule and instructions provided by DHHS. The Workplans are a key component of the DHHS performance based contracting system and of this contract.

4) The Contractor shall comply with minor modifications and/or additions to the Workplan and annual report format as requested by DHHS. DHHS will provide the Contractor with reasonable notice of such changes.

3.2. Data and Performance Monitoring

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to DHHS the following data used to monitor program performance:

1) In years when contracts or amendments are not required, the DHHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DHHS.
2) The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3) Completed UDS tables reflecting program performance in the previous calendar as requested by DHHS.
4) A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The
5) Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
6) An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
7) Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
8) By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report, as requested.
9) As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
10) Comply with all Family Planning Program and Bureau of Disease Control requirements for reporting chlamydia testing.

The following utilization and clinical performance measures will be used to measure the effectiveness of the agreement and provide incentive to meet the negotiated targets. These measures will apply to the services under this contract that are provided after commencement of any contract approved by the Governor and Executive Council, and will not apply to those services that are eligible for payment retroactively to July 1, 2013.

Contractor shall adhere to a target utilization goal for each month, to be established by mutual agreement of the parties.

Performance Indicator - Utilization Measures:

1) Contract running at 90% to 95% of utilization of the negotiated target for three or more consecutive months shall report and describe the steps to be taken to ensure achievement of the utilization target within 30 days.

2) Contract running at 80% to 89% of utilization of the negotiated target for two or more consecutive months shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.
3) Contract running below 80% of utilization in any given month shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.

Contracted agencies will provide services to:
1a: negotiated number of clients to be served annually
1b: negotiated number of clients <100% FPL to be served annually
1c. negotiated number of clients <250% FPL to be served annually
1d. negotiated number of clients <20 to be served annually
1e. negotiated number of clients on Medicaid to be served annually
1f. negotiated number of male clients to be served annually

4) Contractor shall report the proportion of female users at risk of unintended pregnancy who adopt or continue the use of a highly or moderately effective FDA-approved contraceptive method annually.

Clinical Performance Measure:

- 85% of female Family Planning users at risk of unintended pregnancy in each State Fiscal Year will adopt or continue to use a highly or moderately effective FDA-approved contractive method.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who report use of a highly or moderately effective method at the end of their most recent visit. CDC Effectiveness of contraceptive methods.
- Denominator: Number of Female Family Planning users at risk of unintended pregnancy.

5) Contractor shall report the proportion of female users who stated clear childbearing intentions that will initiate a client specific reproductive life plan annually.

Clinical Performance Measure:

- 80% of female Family Planning users in each State Fiscal Year will state their childbearing intentions that will initiate a client specific reproductive life plan.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who state their childbearing intentions and have a client specific reproductive life plan in their chart.
- Denominator: Number of Female Family Planning users.

3.3. On-site reviews

1) The Contractor shall allow a team or person authorized by the DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2) Reviews shall include client record reviews to measure compliance with this exhibit.
3) The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4) On-site reviews may be waived or abbreviated at the discretion of DHHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

   a. $36,609= 100% general funds SFY 2014
   b. $36,609= 100% general funds SFY 2015
   $73,218

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   a. Within fifteen (15) days from the effective date of this Agreement Contractor shall provide to DHHS for review and approval, final Budgets for each State Fiscal Year. Each budget will detail contract funds by line item, from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services.

   b. Payment for said services shall be made as follows:
   The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than sixty (30) days after the contract Completion Date.

   c. The invoice must be submitted to:
   Department of Health and Human Services
   Division of Public Health Services
   Email address: DPHScontractbilling@dhhs.state.nh.us

3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Since these funds support a statewide network of family planning services that is also supported by Title X funding, the federal restrictions under Section 1008 of Title X of the Public Health Service Act, as amended, stipulating that "None of the funds appropriated under this title shall be used for programs where abortion is a method of family planning" will be applied to these contracts. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

Exhibit B

4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

9) Written requests for adjustments to amounts within the price limitation will not be accepted after May 30th of each contract year.

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 fundors 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 fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

16. **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:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. 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

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Concord Feminist Health Center

1/20/14
Date

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

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name: Concord Feminist Health Center

1/20/14
Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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: Concord Feminist Health Center

1/20/14
Date

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

Contractor Initials DMV
Date 1/20/14

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Concord Feminist Health Center

1/20/14
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Concord Feminist Health Center

1/20/14
Date

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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.

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.

Use and Disclosure of Protected Health Information

1. 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
   2.1. For the proper management and administration of the Business Associate;
   2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
   2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. 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.
4. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

Termination for Cause

In addition to standard provision #10 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.

Miscellaneous

1. 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, and the HITECH Act as 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.
2. 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.
3. 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.
4. 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 and the HITECH Act.
5. 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.
6. 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Concord Feminist Health Center

1/20/14
Date

Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR

State Agency Name: Department of Health and Human Services

1/21/14
Date

Name: Brook Dupee
Title: Bureau Chief

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

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

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

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

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

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

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

Contractor Name: Concord Feminist Health Center

1/20/14
Date

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

FORM A

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

1. The DUNS number for your entity is: 01-234-3067

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

   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: _____

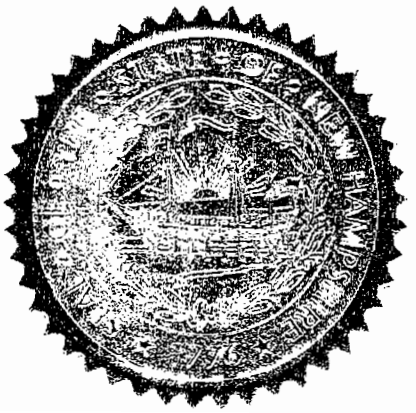
   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD FEMINIST HEALTH CENTER is a New Hampshire nonprofit corporation formed March 25, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of January A.D. 2014

William M. Gardner
Secretary of State

Concord Feminist Health Center

Quality ~ Compassion ~ Respect - Since 1974

CERTIFICATE OF VOTE/AUTHORITY

I, Harold Rice of the Concord Feminist Health Center, do hereby certify that:

1. I am the duly elected Chairperson of the Board of Directors' for the Concord Feminist Health Center;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Concord Feminist Health Center, duly held on May 8, 2013;

   RESOLVED: That this corporation may enter into any and all contracts or execute and deliver any such instrument in the name of or on the behave of the corporation

   RESOLVED: That the Executive Director or the Chairperson is hereby authorized on behalf of this corporation to sign and deliver, individually or collectively, into said contracts, 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, on behalf of the Concord Feminist Health Center. Dalia Vidunas is the duly designated Executive Director and Harold Rice is the duly elected Chairperson of the Concord Feminist Health Center.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 20, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairperson of the Concord Feminist Health Center this 20th day of January, 2014.

Harold Rice, Chairperson

STATE OF NH

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 20th day of January, 2014 by Harold Rice.

Andra J. Priedite-Jones

Notary Public/~~Justice of the Peace~~

My Commission Expires: Andra J. Priedite-Jones My Commission Expires October 6, 2015

Client#: 29474 NHWOMEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2014

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : NHMMJUA INSURER B : FirstComp Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED NH Women's Health Services Inc DBA Concord Feminist Health Center 38 South Main Street Concord, NH 03301	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NHJUA11879	01/10/2014	01/10/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$0
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC009863304	10/01/2013	10/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liability Claims Made			NHJUA11879	01/10/2014	01/10/2015	$1,000,000 Each Occur $3,000,000 Aggregate	

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SML

Marilyn L. Chandler, CPA, PLLC
P.O. Box 583 Contoocook, NH
603-848-2448 marilyn@mlchandlercpa.com

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

We have compiled the accompanying statement of financial position of Concord Feminist Health Center (a nonprofit organization) as of December 31, 2012 and the related statements of activities, functional expenses and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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

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

Marilyn L. Chandler, CPA, PLLC

Contoocook, New Hampshire
August 7, 2013

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

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash - operating	$ 17,743	$ 114,265
Cash - savings	84,012	27,886
Accounts receivable	99,974	60,822
Prepaid expenses	17,956	10,238
Investments	37,854	31,524
Total Current Assets	257,539	244,735
PROPERTY AND EQUIPMENT		
Land, building and improvements	312,841	311,241
Medical equipment	69,512	67,112
Office equipment	88,290	87,667
Office furniture	31,200	31,467
Signage	1,688	1,688
	503,531	499,175
Less accumulated depreciation	(334,966)	(328,418)
Property and Equipment - net	168,565	170,757
TOTAL ASSETS	$ 426,104	$ 415,492

LIABILITIES AND NET ASSETS

LIABILITIES		
Accounts payable	$ 13,323	$ 13,526
Accrued expenses		7,505
Total Current Liabilities	13,323	21,031
NET ASSETS		
Unrestricted	239,097	220,175
Unrestricted - invested in property and equipment	168,565	170,757
Unrestricted - board designated	5,119	3,529
Total Net Assets	412,781	394,461
TOTAL LIABILITIES AND NET ASSETS	$ 426,104	$ 415,492

See accompanying notes and accountant's compilation report.

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

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
REVENUE AND SUPPORT		
Health care services	$ 698,647	$ 721,066
Contributions	43,538	46,916
Events	1,573	4,872
Grants	4,250	
In-kind services	3,000	
Other revenue	820	
TOTAL REVENUE AND SUPPORT	751,828	772,854
EXPENSES		
Program expenses	623,414	581,941
Management and General	168,388	175,040
Fundraising	10,956	18,020
TOTAL EXPENSES	802,758	775,001
OTHER GAINS AND LOSSES		
Investment income	1,379	1,167
Unrealized gain (loss) on investments	6,185	(639)
Class action settlement	61,686	
TOTAL GAINS AND LOSSES	69,250	528
INCREASE IN NET ASSETS	18,320	(1,619)
NET ASSETS - BEGINNING OF YEAR	394,461	396,080
NET ASSETS - END OF YEAR	$ 412,781	$ 394,461

See accompanying notes and accountant's compilation report.

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

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

		SUPPORT SERVICES			
	PROGRAM SERVICES	GENERAL AND ADMINISTRATIVE	FUND-RAISING	2012 TOTAL	2011 TOTAL
WAGES AND RELATED					
Salaries and wages	$ 294,908	$ 117,963	$ 8,426	$ 421,297	$ 404,152
Employee benefits	22,056	8,822	630	31,508	35,054
Payroll taxes	27,272	10,909	779	38,960	38,292
TOTAL WAGES AND RELATED	344,236	137,694	9,835	491,765	477,498
EXPENSES					
Medical supplies	134,073			134,073	108,448
Medical practioners	57,910			57,910	66,590
Occupancy	16,403	6,561	469	23,433	27,842
Professional fees	15,402	6,602	103	22,107	23,156
Insurance	9,360	2,184		11,544	11,544
Advertising	11,122			11,122	9,694
Office supplies and expense	5,574	2,230	159	7,963	7,596
Depreciation expense	4,770	1,908	136	6,814	7,025
Equipment rental	6,326			6,326	6,819
Bank and credit card charges		5,418		5,418	4,567
Telephone and internet	3,628	1,451	104	5,183	7,216
Printing and copying	3,417	1,367	97	4,881	3,314
In-kind services	3,000			3,000	
Postage and shipping	1,849	740	53	2,642	2,418
Licensing and fees	2,287			2,287	2,049
Memberships	2,235			2,235	3,223
Meetings and events	1,265	807		2,072	4,778
Gifts and contributions		760		760	250
Staff development		666		666	640
Travel	557			557	334
TOTAL EXPENSES - 2012	$ 623,414	$ 168,388	$ 10,956	$ 802,758	
TOTAL EXPENSES - 2011	$ 581,941	$ 175,040	$ 18,020		$ 775,001

See accompanying notes and accountant's compilation report.

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

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 18,320	$ (1,619)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	6,814	7,025
(Increase) in accounts receivable	(39,152)	(10,013)
(Increase) in prepaid expenses	(7,717)	(10,238)
(Decrease) increase in accounts payable and accrued	(7,708)	9,139
Unrealized (gain) loss on investments	(6,185)	639
NET CASH (USED) BY OPERATING ACTIVITIES	(35,628)	(5,067)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(145)	
Purchase of property and equipment	(4,623)	
NET CASH (USED) BY INVESTING ACTIVITIES	(4,768)	-
(DECREASE) IN CASH	(40,396)	(5,067)
CASH AT BEGINNING OF YEAR	142,151	147,218
CASH AT END OF YEAR	$ 101,755	$ 142,151

ADDITIONAL INFORMATION:

The Organization incurred and paid no interest or taxes during the years ended December 31, 2012 and 2011.

See accompanying notes and accountant's compilation report.

NOTE A – THE ORGANIZATION

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

In 2012, over 2,000 women were provided with a variety of reproductive care services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, GLTBQ support groups and domestic and sexual assault support. The Organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Organization are prepared in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB). References to U.S. generally accepted accounting principles (GAAP) in these footnotes are to the FASB Accounting Standards Codification.

Basis of Presentation

Financial statement presentation follows generally accepted accounting principles for not-for-profit organizations which require that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. A description of the three net assets categories follows:

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

Temporarily restricted net assets - Net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time.

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents. At December 31, 2012, the Organization had no cash equivalents.

Accounts Receivable

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

Property and Equipment

The Organization capitalizes property and equipment purchases at cost. Donations of property and equipment are recorded at their estimated fair value as of the date of the donation. Expenditures for maintenance and repairs are charged against operations. Renewal and betterments which materially extend the life of the assets are capitalized. Provision is made by the straight-line method for depreciation by annual charges to operations calculated to absorb the costs over the estimated useful lives of the assets as follows:

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

Revenue Recognition

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

Functional Expenses

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Services

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

The Health Center received donated services from a medical director at a fair value of $3,000. This is recognized in the financials as In Kind donations.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the year ended December 31, 2012 and 2011 were $11,882 and $9,694.

Estimates

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

Income Taxes

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

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2009.

Reclassifications

Certain amounts in the 2011 financial statements have been reclassified in order to conform to the 2012 presentation with no effect on previously reported change in net assets.

NOTE C – INVESTMENTS

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

NOTE D – UNRESTRICTED NET ASSETS – BOARD DESIGNATED

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

NOTE E – LINE OF CREDIT

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to $100,000 with interest payable monthly at the bank's prime rate plus 1%. A total of $8 in interest was paid during the year. The line had no outstanding balance at December 31, 2012.

NOTE F – COMPARATIVE FINANCIAL INFORMATION

The financial statements include certain summarized comparative information in total but not by asset class or by functional expense service. Such information does not include sufficient detail to constitute a complete presentation and should be read in conjunction with the financial statements for the year ended December 31, 2011, from which the summarized information was derived.

NOTE G – LAWSUIT SETTLEMENT

In 2011, the Concord Feminist Health Center joined a class action lawsuit along with 6,000 other organizations against the malpractice insurance company, the New Hampshire Medical Malpractice Joint Underwriting Association (NHMMJUA) regarding being overcharged for malpractice insurance. The total premiums CFHC paid to the NHMJUA over the years through 2012 has totaled $229,784. The lawsuit was settled in 2012 in excess of $230,000,000, of which CFHC has received $61,686 to date.

NOTE H – PERSONNEL EXPENSES

The Organization revised its personnel policies, effective January 1, 2012. The new policy created additional expense in 2012 for accrued vacation time which is not expected to continue in future years.

NOTE I – SUBSEQUENT EVENTS

The Organization has evaluated events through August 7, 2013, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

Our Mission

Concord Feminist Health Center

We believe that every person has the right to their dignity, their dreams, and their destiny.

Our vision is of a world in which a person's dignity is respected, their dreams are theirs to fulfill, and their destiny is in their own hands.

Our mission is to empower our clients and community through provision of reproductive health services, advocacy and educational outreach.

We accomplish this by:

- providing abortion and gynecological services with professionalism, compassion and respect for all persons and their loved ones;
- sharing information about our bodies and our health in a safe and caring environment;
- striving to provide healthcare of the highest quality, at the most reasonable cost and continuing to be a critical safety net for low-income people in need of reduced and free abortion services;
- trusting that they are mentally, morally and spiritually capable of making good decisions for themselves and their families when faced with an unplanned pregnancy;
- supporting our clients with kindness and unwaveringly respectful care.

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

Board of Directors
August 2013

Harold (Chip) Rice
Board Chair
Term exp: May 2014

Marlene Goldman
Vice Chair
Term exp: May 2015

Claire Ebel
Treasurer
Term exp: May 2014

Nancy Normand
Secretary
Term exp: May 2015

Sandra Burzon Ackerman
Term exp: May 2014

Elizabeth (Zib) Corell
Term exp: May 2015

Cristi Egenolf, MD
Term exp: May 2016

John Jauhola-Straight
Term exp: May 2016

Anna Clark Hayes
Term exp: May 2016

Susan Dow Johnson
Term exp: May 2015

Christine Miller
Term exp: May 2016

Ann Toomey
Term exp: May 2014

CFHC Contact Information
Physical & mailing address: 38 South Main Street Concord, NH 03301
Phone: (published listing): 603-225-2739
Email: info@feministhealth.org ~ **Web:** www.feministhealth.org

Emergency after-hours answering service (health worker on-call): 1-866-494-6365
Medical Director, Dr. Elizabeth Sanders
Executive Director, Dalia Vidunas

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Concord Feminist Health Center

Name of Program: New Hampshire Family Planning Program

BUDGET PERIOD:	SFY 14			
NAME	**JOB TITLE**	**SALARY**	**PERCENT PAID FROM THIS CONTRACT**	**AMOUNT PAID FROM THIS CONTRACT**
Dalia Vidunas, MSW	Executive Director	$63,000	0.00%	$0.00
Sueanne Gingrich, APRN	Nurse Practitioner	$48,672	0.00%	$0.00
To Be Hired	Finance Director	$41,600	0.00%	$0.00
To Be Hired	Outreach Coordinator	$35,360	57.00%	$20,155.20
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**$20,155.20**

BUDGET PERIOD:	SFY 15			
NAME	**JOB TITLE**	**SALARY**	**PERCENT PAID FROM THIS CONTRACT**	**AMOUNT PAID FROM THIS CONTRACT**
Dalia Vidunas, MSW	Executive Director	$63,000	0.00%	$0.00
Sueanne Gingrich, APRN	Nurse Practitioner	$49,296	0.00%	$0.00
To Be Hired	Finance Director	$41,600	0.00%	$0.00
To Be Hired	Outreach Coordinator	$36,400	100.00%	$36,400.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**$36,400.00**

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

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

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

Director **1986 - 1992**

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

Child Protective Service Worker **1982 - 1986**

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

Child Care Worker **1979 - 1981**

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

EDUCATION

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

PROFESSIONAL DEVELOPMENT COURSEWORK

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

PROFESSIONAL ORGANIZATIONS

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

AWARDS

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

Sueanne Gingrich, APRN

PROFILE

Over 25 years' experience as an adult nurse practitioner specializing in women's health with a focus of primary prevention, contraception and sexually transmitted disease treatment and prevention. Six years' experience as a clinical manager. Eight years' experience in ultrasound.

STRENGTHS

- Ability to connect quickly with patients
- Strong focus on primary prevention
- Ability to manage a busy practice
- Strong team member

EXPERIENCE

Concord Feminist Health Center, Concord NH 2010-present

Provide family planning and reproductive health services for women and men, including annual exams, STD screenings and treatment, infection checks, problem focused visits, preconception counseling, contraception, education, etc.
Skilled at examination, diagnosis and treatment of acute problems

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

Started and implemented two new medical programs
Skilled at examination, diagnosis and treatment of acute problems
Effective counseling and patient instruction
Ability to work efficiently and effectively in a busy clinic
Successfully managed a busy clinic increasing patient access and visits

Manchester Health Department Manchester, NH 1980-1992

Examination, diagnosis and treatment for patients with sexually transmitted diseases

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

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

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

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

EDUCATION

Master of Nursing	Simmons College, Boston, MA	1986
Bachelor of Nursing	Salem State College, Salem, MA	1983
Nursing Diploma	Lowell General Hospital School of Nursing	1976

Concord Feminist Health Center

Quality~Compassion~Respect ~ Since 1974

Finance Director
Job Description

PURPOSE: Oversees the management of the financial operations of the organization through planning, organizing and controlling financial resources.

RESPONSIBILITIES:

Overall Financial Management

- Facilitate and develop the yearly budget development between Executive Director, staff and Board of Directors
- Identify the actual costs of providing services to be utilized for annual fee review
- Complete revenue forecasting
- Participate in audit process, yearly cost analysis
- Prepare budgets for grants/reports
- Monitor grants billing and monthly expense reports
- Maintain fiscal filing and storage processes
- Oversee the accounting system and ensure that records are maintained according to generally accepted accounting practices
- Participate in accounting audit
- Prepare reports as necessary-grant, fiscal year overview, etc.
- Oversee compliance with all contract terms, including leases, grant contracts, insurance policies, etc.
- Communicate financial picture to ED and Executive Committee of the Board of Directors

Oversee Cash Management/Account Maintenance

- Collection of fees and other accounts receivable
- Maintenance of line of credit
- Maintenance of investment and bank accounts, including Special Needs Fund

Human Resources Activities

- Maintain accurate payroll and benefit records
- Yearly review of benefits
- Oversee benefits administration
- Conduct New Employee Orientation only as it pertains to payroll and benefits

Administration

- Supervise volunteers in delegated tasks related to fiscal operations.
- Attend general and administrative staff meetings when requested
- Attend relevant administrative meetings: all-staff quarterly meetings

- Coordinate and maintain credentialing for CFHC Providers including CAQH data base
- Maintain a relationship with our medical insurance customer service reps as they pertain to providers.

Fundraising

- Maintain database of past and present donors, including pertinent demographics
- Send acknowledgements to donors for tax purposes

JOB REQUIREMENTS:

- Educational requirements include a minimum of a bachelor's degree from an accredited program in fields relating to finance such as accounting, business, or economics. Minimum of 3 years work experience in the non-profit sector. Or a combination of education and consummate and relevant experience.
- Solid working knowledge and skills regarding:
  - Generally Accepted Accounting Principles;
  - Generally accepted auditing standards;
  - Cost accounting;
  - Cash management techniques;
  - State and federal codes, rules, and regulations related to 501(c)3 fiscal operations;
  - Application of computer software to accounting operations.
- Well organized, self-motivated, and ability to prioritize and handle multiple demands
- Ability to understand, analyze and communicate health information as it pertains to yearly cost analysis
- Effective communication skills: active listener, ability to give clear directions and feedback
- Convey empathy, respect, compassion and non-judgmental support
- Demonstrated awareness of multi-cultural issues; ability to work respectfully with a diversity of people
- Understanding of required paperwork and principles of good documentation
- Commitment to women's ability and right to make informed reproductive decisions about their lives.

Concord Feminist Health Center
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Community Outreach and Education Coordinator
Job Description

The Community Outreach and Education Coordinator is responsible for all community outreach efforts in the city of Concord and Merrimack County where they will continue the effort to build a positive awareness of CFHC, it's philosophies/policies and the services we provide to the community.

This position involves working face-to-face with community members and is ideal for those who have a passion for sharing information. This challenging job involves hard work, dedication and a flexible schedule. This person in this position must be dedicated to family planning and empowering people to make their own life/family decisions.

Primary Functions:

- Coordinate, plan and organize all community outreach activities.
- Recruitment, retention and coordination of all volunteers and volunteer activities.
- Coordinate and deliver community education covering CFHC services and reproductive health care topics.

Main Responsibilities:

- Complete a minimum of 3 outreach activities per month to underserved areas.
- Keep accurate, current monthly records of all education and outreach activities.
- Initiate, develop and maintain relationships with other community agencies and groups.
- Serve as a community liaison for CFHC.
- Prepare and maintain tabling materials for outreach efforts.
- Set up and staff information tables at key events:
    - Prepare information to share.
    - Distribute handouts at event.
    - Share information about family planning services.
- Prepare speakers bureau presentation materials.
- Distribute fliers at special events.

Qualifications:

- Commitment to family planning and reproductive health care.
- Strong verbal, written and interpersonal skills.
- Excellent computer skills; proficiency with word processing, database and spreadsheet programs.
- Highly organized and detailed oriented.
- Ability to work with a diverse staff in a team environment.
- Self-motivated, resourceful and creative.
- Language skills other than English are a plus.
- Bachelor's degree in communications, social work, public health administration or a related field of study with 4 years of experience preferred. Years of experience can be substituted for educational requirement.

Subject: New Hampshire Family Planning Program

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** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center		**1.4 Contractor Address** PO Box 456 Greenland, NH 03840	
1.5 Contractor Phone Number 603-436-7588	**1.6 Account Number** 05-95-90-902010-5530-102 500734	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** 89,214.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature Linda Griebsch		**1.12 Name and Title of Contractor Signatory** Linda Griebsch, Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 1/15/14 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

Mary K Tabuassen

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Mary K. Tobiassen exp 10/16/18

1.14 State Agency Signature Brook Dupee	**1.15 Name and Title of State Agency Signatory** Brook Dupee, Bureau Chief
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Rosemary Ahern	On: 1-22-14
1.18 Approval by the Governor and Executive Council By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: LH
Date: 01/18/2014

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: LS
Date: 01/18/2014

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: YG
Date: 01/18/2014

SCOPE OF SERVICES

1. General Provisions

1.1. Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Emphasis will be placed on serving adolescents and individuals in low-income families (defined as < 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1) The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2) The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3) Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4) Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5) The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

1.2. Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

1.3. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, it is expected of the Contractor that culturally and linguistically appropriate services shall be provided according to the following guidelines:

1) Assess the ethnic/cultural needs, resources and assets of their community.
2) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3) Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in

listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4) Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5) The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

1.4. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1) The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3) Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

1.5. Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1) The (Federal) Office of Population Affairs, Office of Family Planning, Program Guidelines for Project Grants for Family Planning Services, dated January 2001, and subsequent amendments, program instructions and clarifications.
2) National program priorities established by the Office of Population Affairs.
3) The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4) The Contractor must submit to DHHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5) The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

1.6. Publications Funded Under Contract

1) DHHS will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2) All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3) The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

2. Minimal Standards of Core Services

2.1. Service Requirements

2.1.1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2.1.2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

2.1.3. Health Education Materials

Health education materials produced with DHHS funding are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops with DHHS funding for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

2.1.4. Sterilization Services

Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

2.1.5. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform DHHS prior to initiating any research related to this contract.

2.2. Staffing Provisions

2.2.1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2.2.2. Medical Director Participation

The Contractor will have the services of a medical director who has special training and/or experience in family planning services. The medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In

addition, the medical director shall participate in QI activities and be available to other staff for consultation.

2.2.3. Staffing Changes

New Hires

The Contractor shall notify the DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify DHHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, DHHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

2.3. Coordination of Services

1) The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2) As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

The Contractor will identify community service providers who will be contacted to build partnerships, increase utilization, coordination and referrals.

2.4. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

3. Reporting Requirements

3.1. Workplans (Quality/Performance Improvement (QI/PI)

1) The Contractor shall submit to DHHS for review and approval, final Workplans within thirty (30) days from the effective date of this Agreement. The final Workplans will be used as a basis, the same Performance and Utilization Measures as described in the RFP and in Section 3.2 of Exhibit A.
2) Contractor shall comply with the approved Performance Workplans during the contract period and the Workplans will be used to monitor achievement of standard measures of performance of the services provided under this contract.
3) Performance Workplans and Workplan Outcome Reports will be completed at intervals specified by DHHS, the Contractor will report on their progress towards meeting the utilization measures and performance goals, and overall program goals and objectives to demonstrate

they have met the minimum required services for the proposal according to the schedule and instructions provided by DHHS. The Workplans are a key component of the DHHS performance based contracting system and of this contract.

4) The Contractor shall comply with minor modifications and/or additions to the Workplan and annual report format as requested by DHHS. DHHS will provide the Contractor with reasonable notice of such changes.

3.2. Data and Performance Monitoring

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to DHHS the following data used to monitor program performance:

1) In years when contracts or amendments are not required, the DHHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DHHS.
2) The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3) Completed UDS tables reflecting program performance in the previous calendar as requested by DHHS.
4) A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The
5) Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
6) An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
7) Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
8) By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report, as requested.
9) As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
10) Comply with all Family Planning Program and Bureau of Disease Control requirements for reporting chlamydia testing.

The following utilization and clinical performance measures will be used to measure the effectiveness of the agreement and provide incentive to meet the negotiated targets. These measures will apply to the services under this contract that are provided after commencement of any contract approved by the Governor and Executive Council, and will not apply to those services that are eligible for payment retroactively to July 1, 2013.

Contractor shall adhere to a target utilization goal for each month, to be established by mutual agreement of the parties.

Performance Indicator - Utilization Measures:

1) Contract running at 90% to 95% of utilization of the negotiated target for three or more consecutive months shall report and describe the steps to be taken to ensure achievement of the utilization target within 30 days.

2) Contract running at 80% to 89% of utilization of the negotiated target for two or more consecutive months shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.
3) Contract running below 80% of utilization in any given month shall report and submit a detailed plan for how the target utilization will be achieved within 30 days.

Contracted agencies will provide services to:
1a: negotiated number of clients to be served annually
1b: negotiated number of clients <100% FPL to be served annually
1c. negotiated number of clients <250% FPL to be served annually
1d. negotiated number of clients <20 to be served annually
1e. negotiated number of clients on Medicaid to be served annually
1f. negotiated number of male clients to be served annually

4) Contractor shall report the proportion of female users at risk of unintended pregnancy who adopt or continue the use of a highly or moderately effective FDA-approved contraceptive method annually.

Clinical Performance Measure:

- 85% of female Family Planning users at risk of unintended pregnancy in each State Fiscal Year will adopt or continue to use a highly or moderately effective FDA-approved contractive method.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who report use of a highly or moderately effective method at the end of their most recent visit. CDC Effectiveness of contraceptive methods.
- Denominator: Number of Female Family Planning users at risk of unintended pregnancy.

5) Contractor shall report the proportion of female users who stated clear childbearing intentions that will initiate a client specific reproductive life plan annually.

Clinical Performance Measure:

- 80% of female Family Planning users in each State Fiscal Year will state their childbearing intentions that will initiate a client specific reproductive life plan.

Clinical Performance Measure Definition

- Numerator: Number of Female Family Planning users in each State Fiscal Year who state their childbearing intentions and have a client specific reproductive life plan in their chart.
- Denominator: Number of Female Family Planning users.

3.3. On-site reviews

1) The Contractor shall allow a team or person authorized by the DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2) Reviews shall include client record reviews to measure compliance with this exhibit.
3) The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4) On-site reviews may be waived or abbreviated at the discretion of DHHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

   a. $44,607= 100% general funds SFY 2014
   b. $44,607= 100% general funds SFY 2015
   $89,214

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   a. Within fifteen (15) days from the effective date of this Agreement Contractor shall provide to DHHS for review and approval, final Budgets for each State Fiscal Year. Each budget will detail contract funds by line item, from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services.

   b. Payment for said services shall be made as follows:
   The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than sixty (30) days after the contract Completion Date.

   c. The invoice must be submitted to:
   Department of Health and Human Services
   Division of Public Health Services
   Email address: DPHScontractbilling@dhhs.state.nh.us

3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Since these funds support a statewide network of family planning services that is also supported by Title X funding, the federal restrictions under Section 1008 of Title X of the Public Health Service Act, as amended, stipulating that "None of the funds appropriated under this title shall be used for programs where abortion is a method of family planning" will be applied to these contracts. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

Exhibit B

4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

9) Written requests for adjustments to amounts within the price limitation will not be accepted after May 30th of each contract year.

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 fundors 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 fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

16. **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:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. 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

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

01/18/2014
Date

Linda Grieb
Name: LINDA GRIEBSCH
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

01/18/2014
Date

Name: LINDA GRIEBSCH
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

01/18/2014
Date

Linda Griebsch
Name: LINDA GRIEBSCH
Title: Executive Director

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center

01/18/2014
Date

Linda Gwiebsch
Name: LINDA GWIEBSCH
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

01/18/2014
Date

Linda Griebsch
Name: LINDA GRIEBSCH
Title: Executive Director

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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.

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.

Contractor Initials LG

Date 01/18/2014

Use and Disclosure of Protected Health Information

1. 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
   2.1. For the proper management and administration of the Business Associate;
   2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
   2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. 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.
4. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

Termination for Cause

In addition to standard provision #10 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.

Miscellaneous

1. 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, and the HITECH Act as 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.
2. 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.
3. 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.
4. 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 and the HITECH Act.
5. 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.
6. 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center

01/18/2014
Date

Name: LINDA GRIEBSCH
Title: Executive Director

State Agency Name: Department of Health and Human Services

1/21/14
Date

Name: Brook Dupee
Title: Bureau Chief

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: Feminist Health Center of Portsmouth
dba Joan G. Lovering Health Center

01/18/2014
Date

Linda Griebsch
Name: LINDA GRIEBSCH
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 85-946 9082

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

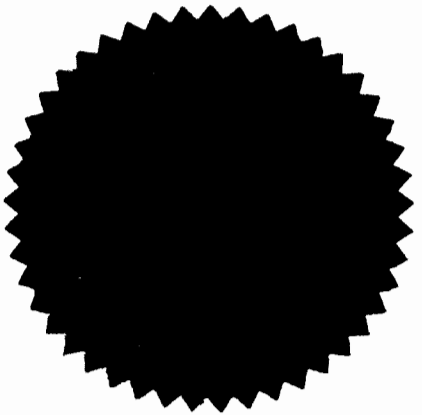
   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. is a New Hampshire nonprofit corporation formed October 31, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of November A.D. 2013

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of January, A.D. 2014

William M. Gardner
Secretary of State

Joan G. Lovering
Health Center
Dedicated to choice & sexual health

CERTIFICATE OF VOTE/AUTHORITY

I, Michael Murphy of the Feminist Health Center of Portsmouth, Inc. d/b/a Joan G. Lovering Health Center , do hereby certify that:

1. I am the duly elected Treasurer of the Feminist Health Center of Portsmouth, Inc. d/b/a Joan G. Lovering Health Center;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on Tuesday March 10th 2010;

   RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contracts 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. Linda Griebsch is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 18, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 18th day of January, 2014.

TREASURER

Michael Murphy, Treasurer

STATE OF NH
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 18th day of January, 2014 by Michael Murphy.

Mary K. Thibodeau
Notary Public/Justice of the Peace
My Commission Expires: 10/16/18

Client#: 27769 FEMIN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2014

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NHJUA11880	01/10/2014	01/10/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC288300526200	01/24/2014	01/24/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional			NHJUA11880	01/10/2014	01/10/2015	$1,000,000 each medical incident, $3,000,000 aggregate	

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded: Cindy Brown, Vincent Lombardi, Michael Murphy

Workers Compensation included states ~ NH

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301-6504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SML

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

Michael J. Murphy, CPA
William R. Powers, CPA
Daniel E. Wilson, CPA
Thomas J. Bridge, CPA (Retired)

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

We have compiled the accompanying statement of financial position of Feminist Health Center of Portsmouth, Inc. *(a nonprofit organization)* as of December 31, 2012, and the related statements of activities and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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

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

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

Murphy Powers + Wilson
Certified Public Accountants, P.C.

Hampton, New Hampshire
November 6, 2013

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2012

ASSETS

CURRENT ASSETS	
Cash	$ 1,665
Accounts receivable	28,463
Prepaid expense	10,833
Total current assets	40,961
PROPERTY AND EQUIPMENT, NET	147,360
TOTAL ASSETS	$188,321

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 33,212
Accrued expenses	4,271
Mortgage payable	3,899
Bank loan	2,614
Line of credit	9,495
Note payable, other	14,700
Total current liabilities	68,191
LONG-TERM LIABILITIES	
Mortgage payable, less current	122,879
Total liabilities	191,070
NET ASSETS	
Unrestricted	-2,749
TOTAL LIABILITIES AND NET ASSETS	$188,321

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Activities
As at December 31, 2012

SUPPORT AND REVENUE	
Services provided	$304,904
Medical supplies	10,349
Grants	30,269
Donations	33,709
Fundraising	41,391
Interest income	12
Total support and revenue	420,634
EXPENSES	
Program expenses	
Salaries and wages	235,854
Physician fees	25,210
Payroll taxes	19,071
Depreciation	12,630
Utilities	8,641
Repairs and maintenance	2,823
Telephone	2,367
Office supplies and postage	5,027
Medical supplies	19,856
Contraceptive supplies	4,522
Insurance	13,885
Professional fees	7,175
Employee benefits	20,060
Advertising	1,280
Auxiliary services	12,827
Development	382
Credit card fees	2,498
Memberships	1,950
Printing	3,722
Interest expense	9,562
Lab expense	9,612
Dues and subscriptions	85
Equipment rental	2,587
Fundraising	14,084
Regulatory fees	300
Travel	4,922
Bank charges	382
Miscellaneous	1,965
Total expenses	443,279
Change in net assets	-22,645
NET ASSETS, BEGINNING OF YEAR	19,896
NET ASSETS, END OF YEAR	$ -2,749

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$-22,645
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	12,630
Accounts receivable	2,417
Prepaid expenses	1,560
Accounts payable	-434
Accrued expenses	270
NET CASH USED BY OPERATING ACTIVITIES	-6,202
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage payable, net	-4,218
Line of credit, net	-5
Bank loan, net	-4,586
Note payable, other, net	14,700
NET CASH PROVIDED BY FINANCING ACTIVITIES	5,891
NET DECREASE IN CASH	-311
CASH AT BEGINNING OF YEAR	1,976
CASH AT END OF YEAR	$ 1,665

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

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

Income Taxes

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

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2012, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2010, 2011 and 2012 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

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

Contributed Services

During the years ended December 31, 2012, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Estimates

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

Property and Equipment

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

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

NOTE 1 continued

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was $12,630.

Financial Statement Presentation

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

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

Temporarily restricted net assets include gifts and grants for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant. The Organization has no temporarily restricted net assets.

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

Cash and Cash Equivalents

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

Accounts Receivable

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

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	$ 45,480
Building	161,422
Building improvements	216,807
Medical equipment	62,051
Office equipment	23,764
Furniture and fixtures	12,546
	522,070
Less Accumulated depreciation	374,710
	$147,360

NOTE 3 MORTGAGE PAYABLE

Mortgage payable, $126,778, ($3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.

NOTE 4 LINE OF CREDIT

Line of credit, $9,495, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 BANK LOAN

Bank loan, $2,614, represents a bank loan due Optima Bank with a rate of 5.6%.

NOTE 6 NOTE PAYABLE, OTHER

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

NOTE 7 INTEREST EXPENSE

The Organization paid $9,562 in interest expense during the year ended December 31, 2012. No interest was capitalized during the year.

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through November 6, 2013, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.

The Health Center is party to a legal action by a former employee. The matter is expected to be settled by the insurance company out of court. The potential loss would be limited to the policy deductible of $10,000 as required by the terms of the policy.

Joan G. Lovering
Health Center
Dedicated to choice & sexual health

Our Mission Statement for the
Feminist Health Center of Portsmouth, Inc.d/b/a
Joan G. Lovering Health Center

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

Joan G. Lovering
Health Center
Dedicated to choice & sexual health

Board of Directors
01/17/2014
Feminist Health Center of Portsmouth, Inc.
d/b/a Joan G. Lovering Health Center

Dawn Zitney, Chair
Kathleen Hofer, Vice Chair
Michael Murphy, Treasurer
Jenny Schwartz, Secretary

Annie Craig
Jonathan Danch
Chris Duffy
Diane Knight
Kelly McGahie
Alice Passer
David Taylor

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Feminist Health Ctr of Portsmouth dba Joan G Lovering Health Ctr

Name of Program: New Hampshire Family Planning Program

BUDGET PERIOD: SFY 14				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Linda Griebsch	Executive Director	$63,000	0.00%	$0.00
Victoria Nast	APRN	$18,720	50.00%	$9,360.00
Ursula Copenheaver	RN	$23,920	40.00%	$9,568.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$18,928.00

BUDGET PERIOD: SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Linda Griebsch	Executive Director	$63,000	0.00%	$0.00
Victoria Nast	APRN	$37,440	50.00%	$18,720.00
Ursula Copenheaver	RN	$23,920	40.00%	$9,568.00
		$47,840	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$28,288.00

Job Chronology

Sept. 2006 – Present
Executive Director
Feminist Health Center

Dec. 1997- August. 2006
Public Policy Director,
NHCADSV

January 1996- Dec. 1997
Legislative Consultant
NHCADSV

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

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

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

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

1988-1990
Feminist Health Center,
Development & Fundraising

1988 and 1986
McEachern for Governor campaign

1980-1985
Feminist Health Centers
Director

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

1977-1979
Gynecare,
Public relations and promotion

1973-1977
Charles Circle Clinic
Family Planning Clinic,
Director

- **Women's Health Care** – 17+ years total

Feminist Health Center, Executive Director, 2006- Present
Feminist Health Center, Director - 5 years 1980-1985;
2 yrs consultant1985-1987 - all aspects of reproductive health care and managing a non-profit agency
NH NARAL Choice Chocolate, chair - 1980,1981,1982
Southern Maine Women's Health Collective –1978-1980 - Set up 501(c)(3) status, wrote grants, did feasibility study, got start-up money from wealthy benefactors
Gynecare – 1977-1979 - Did a needs assessment and PR campaign
Charles Circle Clinic, Director, Family Planning – 1973-1977 – was spokesperson managed clinic for sexually transmitted diseases, family planning and general gynecological practice. I was responsible for hiring and managing all staff, including doctors.

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

New Hampshire Coalition Against Domestic & Sexual Violence - 9 yrs.
Helped to draft and negotiate passage of DV model code legislation
Participated on the Rural Health Care Initiative - to train ER personnel to screen for and respond to possible DV injuries
Lobbying -considered the "strongest non-profit lobby on the Hill"
Worked to create a public interest payphone program in NH
Sexual Offender Treatment Standards - development committee
Governor's Commission on Domestic and Sexual Violence
Batterer's Intervention Program Standards - development committee
Sexual Assault Committee
Protocol Development Committee
Annual Conference Planning Committee
Supervised Visitation Committee

A Safe Place - 6 years
Financial Director - fundraising, grant writing, payroll, audit
Direct Service - shelter, hot line, on-call, legal advocacy

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

Issue Related Skills

Domestic Violence in the Workplace
EAP protocol - collaborated on written protocols
Provided business and industry trainings

Child Protection
NH State Guardian ad Litem Board, chair – 2001 to 2008
Child Welfare Advisory Board – 2 years
Visitation Centers Network – 2 years

Legal System
Judicial Training
Family Violence Councils
Domestic Violence Fatality Review Committee (Exec. Team)
Child Fatality Review Committee - alternate

"How a Bill becomes Law " College classes, for advocates, interns and volunteers, for family violence councils and other interested groups.

Non-Profit General Experience

Administration
Fundraising
Public Relations/Community Ownership
Grant writing
Organizational development

Recent Presentations/Training/Conferences

- Presenter - Training for non-profits on legislative process in New Hampshire 2008
- NAF Risk Management conference 2007 - Attendee
- Presenter - Social Work Graduate students on advocacy 2007
- Annual Statewide Domestic Violence Conference/ presented 2 workshops, '01, '02, '03, '04, '05, '06
- Organized and presented - Judicial Training on the revised domestic violence statute 12/99
- International Supervised Visitation Network Conference/ 1 plenary 1 workshop Spring 1999
- Presenter - Regional workshop on notification for TANF family violence option 2/00
- Presenter - Regional DHHS conference 8/00 on TANF Implementation 8/00
- Presenter - National Health Initiative Legal Issues for Health Care Providers 5/00, 9/00

References: Upon request, I can provide names, contact information and/or letters of references

Victoria Bauer Nast, BSN, ARNP, PA-C

November 2013

EMPLOYMENT EXPERIENCE

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

EDUCATION

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

OTHER

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

PERSONAL

Languages: Fluent in Polish, Russian, Czechoslovakian

References available upon request

Ursula M Copenheaver RN

August 28 2013

Education

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

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

Experience

The Cedars Senior Living Community
September 12 2011 - August 2013

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

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