



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

June 6, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Amoskeag Health (VC#157274), Manchester, NH, in the amount of \$454,066 to provide sexual and reproductive health services with the option to renew for up to two (2) additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 62% Federal Funds. 38% General Funds.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Contractor has a demonstrated track record of delivering the detailed scope of services in compliance with all relevant state and federal provisions. The Contractor is a current Title X family planning provider for the Department. Title X is a federal grant program dedicated to providing individuals with comprehensive reproductive, sexual, and preventive health services. The current agreement for these services was competitively procured, and the Department is entering into a new agreement to align with the updated Title X guidance and funding. The new agreement will enable the Department to leverage existing service delivery infrastructure provided by the Contractor, maintain continuity of care, and ensure compliance with all relevant regulations.

The purpose of this request is to provide sexual and reproductive health services, including health education, contraception, cancer screening, basic fertility services, and STI and HIV counseling and testing to low-income individuals in need of care. All services will adhere to the Title X Family Planning Program regulations.

The Department received an attestation from the Contractor that they do not perform abortion services at any clinic or facility operated by the organization.

Approximately 400 individuals will be served during State Fiscal Years 2026 and 2027.

Reproductive, sexual, and preventative healthcare services must be affordable and easily accessible within communities throughout the state. The Department partners with health centers

in rural and urban areas to ensure that access to affordable sexual and reproductive health care is available statewide. These services reduce the health and economic challenges associated with lack of access to high quality, affordable health care. Individuals with lower education and income levels, along with those who are uninsured and underinsured, are less likely to have access to comprehensive sexual and reproductive health services. High quality family planning services may improve educational and employment opportunities and save healthcare costs. Access to this care contributes to strong health outcomes for New Hampshire, such as the state's low teen pregnancy rate, which was about one-third of the national average in 2023.

The Contractor will provide sexual and reproductive health services to individuals in need, with a heightened focus on serving low-income populations. This includes but is not limited to: uninsured and underinsured individuals, those eligible or receiving Medicaid services, adolescents, individuals at or below 250 percent federal poverty level, and individuals at risk of unintended pregnancy due to substance misuse.

The effectiveness of the services delivered by the Contractor listed above will be measured in part, by monitoring:

- Family planning clients served who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Family planning clients served that were Medicaid recipients at the time of their last visit.
- Family planning clients less than 18 years of age who received education that abstinence is a viable method of birth control.
- Family planning clients who received STI/HIV reduction education.
- Family planning clients under age 25 at risk of becoming pregnant who are screened for chlamydia infection.
- Family planning clients of reproductive age who received preconception counseling.
- Family planning clients 15 to 44 at risk of unintended pregnancy who were provided a most or moderately effective contraceptive method.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the state's reproductive and sexual health care system will be negatively impacted and health indicators including birth outcomes, unplanned pregnancy, breast and cervical cancer and STI screening rates will deteriorate.

Source of Federal Funds: Assistance Listing Number (ALN) #93.217, FAIN #FPHPA006511; and ALN #93.558, FAIN #2301NHTANF.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

Reproductive and Sexual Health Services

SFY 2026 and 2027

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

CFDA #93.217, FAIN # FPHPA006511 100% FEDERAL FUNDS

Funder: US Department of Health & Human Services, Office of Assistant Secretary of

Amoskeag Health (Vendor #157274)

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2026	074-500589	Grants for Pub Asst and Rel	90080206	\$ 77,728.00
2027	074-500589	Grants for Pub Asst and Rel	90080206	\$ 77,728.00
Total				\$ 155,456.00

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV., BUREAU OF FAMILY HEALTH AND NUTRITION, FAMILY PLANNING PROGRAM

100% GENERAL FUNDS

Amoskeag Health (Vendor #157274)

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2026	102-500731	Contracts for Prog Serv.	90080207	\$ 86,805.00
2027	102-500731	Contracts for Prog Serv.	90080207	\$ 86,805.00
Total				\$ 173,610.00

05-95-45-450010-61460000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, BUREAU OF FAMILY ASSISTANCE, TEMP ASSISTNC TO NEEDY FAMILYS

CFDA # 93.558, FAIN# 2301NHTANF 100% FEDERAL FUNDS

Amoskeag Health (Vendor #157274)

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2026	074-500589	Grants for Pub Asst and Rel	45030203	\$ 62,500.00
2027	074-500589	Grants for Pub Asst and Rel	45030203	\$ 62,500.00
Total				\$ 125,000.00

GRAND TOTAL: \$454,066.00

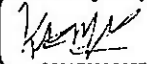
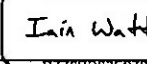
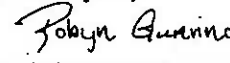
Subject: SS-2026-DPHS-07-REPRO-01 / Reproductive and Sexual Health Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amoskeag Health		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603.935.5210	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$454,066
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/4/2025		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/5/2025		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/5/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:

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 become effective on July 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must participate in meetings with the Department on an as needed basis, or as otherwise requested by the Department.
- 1.2. The Contractor must provide sexual and reproductive health services (SRH) to individuals in accordance with Title X Family Planning program requirements. All services must be non-coercive in accordance with 42 CFR § 59.5(a)(2) and Sections 1001 and 1007, PHS Act.
- 1.3. The Contractor must provide services without a durational residency or physician referral requirement ((42 CFR 59.5 (b)(5)) and have a heightened focus on serving low-income populations.
- 1.4. The Contractor must provide SRH services that include, but are not limited to:
 - 1.4.1. Clinical Services in accordance with National Recommendations for Providing Quality Family Planning Services¹ and the most recent version of Appendix B – Clinical Protocols and Standards of Care Policy and Procedure.
 - 1.4.2. Sexual and Reproductive Health (SRH) services, including:
 - 1.4.2.1. Contraceptive services for clients who want to prevent pregnancy and space births.
 - 1.4.2.2. Pregnancy testing and counseling.
 - 1.4.2.3. Assistance to achieve pregnancy.
 - 1.4.2.4. Basic infertility services.
 - 1.4.2.5. Preconception health (includes screening for obesity, smoking, and mental health).
 - 1.4.2.6. Sexually transmitted infection (STI) and HIV/AIDS services including STI and HIV testing and counseling.
 - 1.4.2.7. Voluntary sterilization services and/or referrals.
 - 1.4.2.8. Sexual health education materials including topics on sterilization, STI prevention, contraception, and abstinence.
 - 1.4.3. **Related preventive health services.** These include services and/or referrals that are beneficial to reproductive health, are closely linked to SRH services, and are appropriate to deliver in the context of a family planning visit but that do not contribute directly to achieving or preventing pregnancy (e.g., breast and cervical cancer screening).

¹ <https://opa.hhs.gov/reproductive-health/quality-family-planning>

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

- 1.4.4. **Other preventive health services.** These include preventive health services and/or referrals not included above that have no direct link to SRH services but are important in the context of primary care and overall health (e.g., Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis).
- 1.5. The Contractor must make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with 42 U.S.C 9902(2) and Section 1006(c) (1), PHS Act; 42 CFR 59.5(a)(7) and 42 CFR 59.2.
- 1.6. The Contractor must make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Appendix A - Title X Sub-Recipient Fee Policy and Sliding Fee Scales.
- 1.7. The Contractor must update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administration's (HRSA's) annual Federal Poverty Guidelines, as posted by the U.S. Department of Health & Human Services in January of each year. Updated sliding fee scales/discount of services must be submitted annually in accordance with Appendix I - Family Planning (FP) Reporting Calendar.
- 1.8. The Contractor must provide SRH clinical services in compliance with all applicable Federal and State regulations.
- 1.8.1. Per Title X of the Public Health Service Act, 42 U.S.C 300, SEC. 1008 1 [300a-6] Federal funds shall not be used for abortion as a method of family planning
- 1.9. The Contractor must follow and maintain established written internal protocols, policies, practices, and clinical family planning guidelines that comply with the department and Title X expectations, and will provide copies of said materials to the Department upon request.
- 1.10. The Contractor must ensure that all clinical staff (i.e., medical doctors, advanced practice registered nurses, physician assistants, nurses and/or any staff providing direct care and/or education to clients) review, understand and comply with the New Hampshire Family Planning Clinical Services Guidelines and sign the signatures page to attest to understanding and compliance with the guidelines within thirty (30) days of the contract Effective Date and on an annual basis by July 1. The Contractor must maintain and make available to the Department completed signature pages within thirty (30) days of the contract Effective Date and within thirty (30) days of the annual release of updated guidelines each year. Any staff subsequently added to provide Title X services must also review and sign the guidelines to attest to understanding and complying to clinical guidelines prior to providing direct care and/or education.

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**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

- 1.11. The Contractor must ensure SRH medical services are performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with specialized training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 1.12. The Contractor must provide a broad range of contraceptive methods, including but not limited to:
 - 1.12.1. Intrauterine devices (IUD), Contraceptive Implants;
 - 1.12.2. Contraceptive pills, Contraceptive injection, Condoms; and
 - 1.12.3. Fertility awareness-based methods.
- 1.13. The Contractor must have clinical provider(s) on staff at all service sites who are proficient in the insertion and removal of Long-Acting Reversible Contraception (LARC), IUD Implant; and provide documentation verifying proficiency to the Department on an annual basis no later than August 31 each year, or as directed by the Department.
- 1.14. **Sterilization Services:**
 - 1.14.1. The Contractor must provide counseling and referral services to individuals over the age of twenty-one (21) who seek sterilization services, according to the Office of Population Affairs, Title X program guidelines.
 - 1.14.2. The Contractor has the option to provide sterilization services in adherence with and in accordance with 42 CFR §50.200 et al all federal sterilization requirements in the Federal Program Guidelines.
- 1.15. **STI and HIV Counseling and Testing:**
 - 1.15.1. The Contractor must provide STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STI Treatment Guidelines.
 - 1.15.2. The Contractor must ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools.
- 1.16. **Health Education and Promotion Materials and Activities:**
 - 1.16.1. The Contractor must provide health education and information materials in accordance with the most up to date Information and Education (I and E) Materials Review and Approval Policy (See Appendix C - Information and Education Materials Review and Approval Process Policy).
 - 1.16.2. The Contractor must include acknowledgement of government and non-governmental funding used to develop publications funded through this contract.

DS


**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

1.16.3. The Contractor must support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to educate and inform eligible TANF clients about SRH services and ensure access to family planning clinics per Appendix D - New Hampshire Family Planning Program TANF Policy.

1.16.4. The Contractor must submit an Outreach and Education Report in accordance with Appendix E – Community Partnership, Outreach and Education Report to the Department on an annual basis no later than January 31, or as specified by the Department.

1.17. Quality Assurance and Quality Improvement

1.17.1. The Contractor must develop and implement a quality improvement and quality assurance plan that involves collecting and using data to monitor the delivery of quality SRH services, inform oversight and decision-making regarding the provision of services, and assess patient satisfaction.

1.17.2. The Contractor must develop a Work Plan annually, and must submit the Work Plan to the Department for approval within thirty (30) days of the contract Effective Date.

1.17.3. The Contractor must:

1.17.3.1. Track and report Reproductive and Sexual Health Services outcomes;

1.17.3.2. Revise the quality improvement and quality assurance plan accordingly; and

1.17.3.3. Submit an updated quality assurance and quality improvement plan to the Department on an annual basis for approval as directed by the Department.

1.18. Staffing

1.18.1. The Contractor must provide and maintain qualified staffing to perform and carry out all requirements, roles and duties in this Statement of Work. The Contractor must:

1.18.1.1. Ensure staff unfamiliar with FPAR and the NH database system attend a required orientation/training Webinar conducted by the Department's database Contractor.

1.18.1.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in sexual and reproductive health, in accordance with Section 1.9., above.

1.18.1.3. Ensure staff have received appropriate training and possess the proper education, experience, and orientation to fulfill

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

the requirements in this RFP in accordance with Appendix F – Staff Training Policy and Procedure.

1.18.1.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department annually on January 31 or upon request.

1.18.1.5. Notify the Department, by submitting the Appendix G – New Hampshire Family Planning Program Staff Update form, of any newly hired staff essential to carrying out contracted services, and include a copy of the individual's resume, within 30 days of hire.

1.18.1.5.1. Notify the Department in writing via a written letter, submitted on agency letterhead, when:

1.18.1.5.2. A critical position is vacant for more than 30 days;

1.18.1.5.3. There is not adequate staffing available to perform required services for more than 30 days; or

1.18.1.5.4. A clinic site is closed for more than 30 days and/or is permanently closed.

1.18.2. The Contractor must ensure that all employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.

1.19. Meetings, Trainings and Site Visits

1.19.1. The Contractor must ensure their Director(s) of SRH Services attends in-person and/or web-based meetings and trainings facilitated by the NH SRH Program upon request. Meetings must include, but are not limited to, the Annual Family Planning Agency Directors Meetings.

1.19.2. The Contractor must ensure all new family planning staff complete the Title X Orientation requirements in accordance with Appendix F – Staff Training Policy and Procedures.

1.19.3. The Contractor must ensure all family planning staff complete yearly Title X training(s) in accordance with Appendix F – Staff Training Policy and Procedures, on topics including:

1.19.3.1. Mandatory Reporting for child: abuse, rape, incest, and human trafficking;

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

- 1.19.3.2. Family Involvement;
- 1.19.3.3. Non-Discriminatory Services; and
- 1.19.3.4. Sexually Transmitted Infection.

1.19.4. The Contractor must keep and maintain staff training logs and training certificates, as appropriate, that must be made available to the Department upon request. The Contractor must complete Appendix H – New Hampshire Family Planning Program Staff Training Report and submit to the Department annually at a date to be determined, and upon request.

1.19.5. The Contractor must agree to Site Visits, virtual or in- person, as determined by the Department, conducted by the Department upon the request of the Department as needed, but not less than annually. Contractor will be required to:

- 1.19.5.1. Complete pre-site visit forms provided by the Department in advance of scheduled visits.
- 1.19.5.2. Pull medical charts for auditing purposes.
- 1.19.5.3. Pull agency policies and procedures related to the provision and oversight of the Title X project.
- 1.19.5.4. Pull financial documents for auditing purposes. Which includes time and effort reporting that can be used as supporting documentation for the separation of funds.
- 1.19.5.5. Submit a written response to site visit findings within sixty (60) days of the Site Visit Report being shared.

1.20. Performance Measures

1.20.1. The Contractor must provide key data in a format and at a frequency specified by the Department as indicated in Appendix I - FP Reporting Calendar.

1.20.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.21. Background Checks

1.21.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.21.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

1.21.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.21.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.22. Confidential Data

1.22.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.22.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.23. Privacy Impact Assessment

1.23.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.23.1.1. How PII is gathered and stored;

1.23.1.2. Who will have access to PII;

1.23.1.3. How PII will be used in the system;

1.23.1.4. How individual consent will be achieved and revoked; and

1.23.1.5. Privacy practices.

DS


**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

- 1.23.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.24. Department Owned Devices, Systems and Network Usage

- 1.24.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 1.24.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.24.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.24.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.24.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.24.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.24.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.24.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only.

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

Email is defined as "internal email systems" or "Department-funded email systems."

1.24.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.24.1.9. Agree when utilizing the Department's email system:

1.24.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".

1.24.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.24.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.24.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.24.1.10.1. Complete the Department's Annual Information Security and Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.24.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.24.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.24.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

- 1.24.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.25. Contract End-of-Life Transition Services

1.25.1. General Requirements

- 1.25.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.25.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.25.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

- 1.25.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
 - 1.25.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.25.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.25.2. Completion of Transition Services
- 1.25.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.25.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.25.3. Disagreement over Transition Services Results
- 1.25.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process.

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.26. Website and Social Media

- 1.26.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.
- 1.26.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 1.26.3. State of New Hampshire's Website Copyright
 - 1.26.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services**

EXHIBIT B

a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must 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.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 34% Federal funds from Title X of Pub Hlth Serv Act-Family Planning, as awarded on March 28, 2025, by the Department of Health and Human Services, OASH Grants & Apps, ALN #93.217, FAIN #FPHPA006511.
 - 1.2. 28% Federal funds from Transitional Asst and Temp Asst to Needy Families, as awarded on April 16, 2025, by the Department of Health and Human Services, Administration for Children and Families, ALN #93.558, FAIN #2301NHTANF.
 - 1.3. 38% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2 Budget.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3, above.
 - 4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

Financial Manager

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**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services
EXHIBIT C**

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

5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120

**New Hampshire Department of Health and Human Services
Reproductive and Sexual Health Services
EXHIBIT C**

days after the close of the Contractor's fiscal year.

- 8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.
10. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services Contractor Name: <i>Amoskeag Health</i> Budget Request for: <i>Reproductive and Sexual Health Services</i> Budget Period: <i>SFY 2026 (7/1/2025 through 6/30/2026)</i> Indirect Cost Rate (if applicable) 15.00%			
Line Item	General Funds - Program Cost - Funded by DHHS	Title X [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Funded by DHHS	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Funded by DHHS
1. Salary & Wages	\$49,481	\$37,506	\$13,859
2. Fringe Benefits	\$20,861	\$15,648	\$6,185
3. Consultants	\$600	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$0
5.(a) Supplies - Educational	\$100	\$100	\$1,500
5.(b) Supplies - Lab	\$250	\$250	\$8,000
5.(c) Supplies - Pharmacy	\$2,751	\$12,886	\$0
5.(d) Supplies - Medical	\$500	\$500	\$5,000
5.(e) Supplies - Office	\$100	\$100	\$100
6. Travel	\$0	\$0	\$0
7. Software	\$240	\$0	\$0
8. (a) Other - Marketing/Communications	\$100	\$100	\$9,704
8. (b) Other - Education and Training	\$500	\$500	\$10,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$75,483	\$67,590	\$54,348
Total Indirect Costs	\$11,322	\$10,138	\$8,152
Subtotals	\$86,805	\$77,728	\$62,500
		TOTAL \$	227,033


 Contractor Initials: _____
 Date: 6/4/2025

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services Contractor Name: <i>Amoskeag Health</i> Budget Request for: <i>Reproductive and Sexual Health Services</i> Budget Period: <i>SFY 2027 (7/1/2026 through 6/30/2027)</i> Indirect Cost Rate (if applicable) 15.00%			
Line Item	General Funds Program Cost - Funded by DHHS	Title X [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Funded by DHHS	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Funded by DHHS
1. Salary & Wages	\$50,075	\$37,956	\$14,025
2. Fringe Benefits	\$21,112	\$15,835	\$6,259
3. Consultants	\$600	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$0
5.(a) Supplies - Educational	\$100	\$100	\$1,500
5.(b) Supplies - Lab	\$250	\$250	\$8,000
5.(c) Supplies - Pharmacy	\$1,906	\$12,249	\$0
5.(d) Supplies - Medical	\$500	\$500	\$5,000
5.(e) Supplies - Office	\$100	\$100	\$100
6. Travel	\$0	\$0	\$0
7. Software	\$240	\$0	\$0
8. (a) Other - Marketing/Communications	\$100	\$100	\$9,464
8. (b) Other - Education and Training	\$200	\$500	\$10,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0
Pharmacy Licenses	\$300	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$75,483	\$67,590	\$54,348
Total Indirect Costs	\$11,322	\$10,138	\$8,152
Subtotals	\$86,805	\$77,728	\$62,500
		TOTAL \$	227,033

Contractor Initials: 
 Date: 6/4/2025

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

-
- 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 contract officer on whose contract 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 Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>,

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

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 (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials 
Date 6/4/2025

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

PJE7C4T4PEB8

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

X _____ NO _____ YES _____

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name: Amoskeag Health

6/4/2025

Date:

- DocuSigned by:

Name: KRIS McCracken

Title: President/CEO

v1 6/23

Exhibit D

Federal Requirements

Contractor's Initials _____
Date 6/4/2025

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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New Hampshire Department of Health and Human

Exhibit F



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Exhibit F

Business Associate Agreement
Page 1 of 5

V 2.0

Contractor Initials

6/4/2025

Date



New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Business Associate Agreement
Page 2 of 5

V 2.0

Contractor Initials

6/4/2025

Date

New Hampshire Department of Health and Human

Exhibit F



security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

Exhibit F

Business Associate Agreement
Page 3 of 5

V 2.0

Contractor Initials

6/4/2025

Date



New Hampshire Department of Health and Human

Exhibit F

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

Business Associate Agreement
Page 4 of 5

V 2.0

Contractor Initials

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6/4/2025

Date



New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Amoskeag Health

The State

Name of the Contractor

DocuSigned by:

Iain Watt

D778B083F0704C7...

Signature of Authorized Representative

DocuSigned by:

Kris McCracken

CE3AF030C85F454...

Signature of Authorized Representative

Iain Watt

Kris McCracken

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/5/2025

6/4/2025

Date

Date

Exhibit F

Contractor Initials

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[Signature]

6/4/2025

Date



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

TITLE X SUBRECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 3.0
Effective Date: [July 1, 2024] Next Review Date: [June 30, 2026]

Approved by:	Aurelia Moran
Authority	Title X Program Handbook, Section 3: Financial Accountability (https://opa.hhs.gov/sites/default/files/2022-08/title-x-program-handbook-july-2022-508-updated.pdf#page=21) Section 1006(c)(2), Public Health Service (PHS) Act (https://opa.hhs.gov/sites/default/files/2020-07/title-x-statute-attachment-a_0.pdf) 2021 Title X Final Rule: 42 CFR § 59.5(a)(7, 8, 9, 10); 42 CFR § 59.5(b)(7, 9) (https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.5) 42 CFR § 59.2 (https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.2) OPA Program Policy Notice 2016-11 (https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/program-policy-notices/opa-program-policy-notice-2016-11-integrating-with-primary-care-providers)

PURPOSE

The purpose of this policy is to describe the processes of the *Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program* (NH FPP), the Title X Grantee, for ensuring compliance (including the recipient, subrecipient, and service sites, as appropriate) with Title X expectations related to Financial Accountability.

POLICY

I. Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client

Contractor Initials DS
Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

record, and re-evaluated at least annually. Reasonable measures should be taken to verify client income, without burdening clients from low income families. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Subrecipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on the client's self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the most recent Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services (Section 1006(c)(2), PHS Act. 42 CFR 59.5(a)(7)). Bills to third parties may not be discounted.

Clients who are responsible for paying any fees for services received must directly receive a bill at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a subrecipient agency.

Agencies must offer by federal mandate a broad range family planning services including a broad range of medically approved services, which includes FDA-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services either on-site or by referral (a prescription to the client for their method of choice or referrals to another provider, as requested) (42 CFR 59.5(a)(1)). For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services (42 CFR 59.2).

II. Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)). For clients from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)).

The schedule of discounts should include charges for a new client, an established client,

Contractor Initials

Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current Federal Poverty Guidelines (FPG). Subrecipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the Title X project.

On an annual basis, subrecipient agencies must submit to the New Hampshire Department of Health & Human Services, Division of Public Health Services, New Hampshire Family Planning Program (NH FPP) a copy of their most current discount schedule that reflects the most recently published FPG.

For recipients of the HRSA Health Center Program: the HRSA Health Center Program and the OPA Title X Program have unique sliding fee discount schedule (SFDS) program expectations, which include having differing upper limits. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the FPL for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving only Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project.

III. Third Party Payments, Copayments and Additional Fees

Subrecipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that Title X funds will be used only on clients without any other sources of payments. Subrecipient agencies are encouraged to have written agreements with NH Medicaid Plans, as appropriate. Title X funds will be used only as the payer of last resort.

Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX or XXI agency is required.

Family income of insured clients should be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

IV. Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the Title X project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

V. Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies.

Contractor Initials

Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

If a subrecipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations.

Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for services received, any donations collected should go towards the cost of services received).

VI. Discount Eligibility for Minors

Eligibility for discounts for unemancipated minors who receive confidential services must be based on the resources of the minor, provided that the Title X provider has documented its efforts to involve the minor's family in the decision to seek family planning services (absent abuse and, if so, with appropriate reporting) (42 CFR 59.2).

A minor is an individual under eighteen years of age. Subrecipients should determine and document whether minors are seeking confidential services (e.g., question on intake form) and alert all clinic and billing staff about minor clients who are seeking and receiving confidential billing. Subrecipients may not require written consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services. Subrecipients, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities, and must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

Unemancipated minors who wish to receive services on a confidential basis must be considered solely on the resources of that minor. If a minor with health insurance requests confidential services, charges for services must be based on the minor's own resources. Income available to a minor client, such as wages from part-time employment and allowances transferred directly to the minor, must be considered in determining a minor's ability to pay for services. Basic provisions (e.g., food, shelter, transportation, tuition, etc.) supplied by the minor's parents/guardians must not be included in the determination of a minor's income.

Under certain conditions where confidentiality is restricted to limited members of a minor's family (e.g., there is parental disagreement regarding the minor's use of family planning services), the charge must be based solely on the minor's income if the minor client's confidentiality could be breached in seeking the full charge. It is not allowable for subrecipient agencies to have a general policy of no fee or flat fees for the provision of services to minor clients. Nor is it allowable for subrecipient agencies to have a schedule of fees for minors that is different from all others receiving services.

If a minor is unemancipated and confidentiality is not a concern, the minor's family income

Contractor Initials

Date

6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

must be considered in determining the fee for services as with all other clients. Health insurance plans covering a minor under a parent/guardian's policy should be billed, if the minor does not need or request confidential services. In such a case, a written consent form permitting the billing of the health insurance plan, signed by the minor, must be included in the minor's client record.

VII. Confidential Collections

Subrecipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Subrecipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Subrecipient agencies must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. Subrecipients must also obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

PROCEDURES

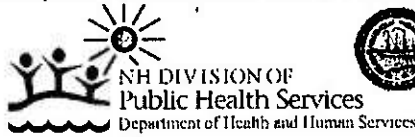
I. Subrecipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor subrecipient agencies to ensure compliance with the Title X project as it relates to the Fee Policy detailed above.

Subrecipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout subrecipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for determining whether a minor is seeking confidential services (e.g., question on intake form).
- A process for assessing minor's resources (e.g., income).

Contractor Initials 
Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

- A process for alerting all clinic and billing staff about minor clients who are seeking and receiving confidential services.
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- A process for identifying third party payers the subrecipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality, particularly in cases where sending an explanation of benefits could breach client confidentiality.

Contractor Initials

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Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

II. SAMPLE SLIDING FEE SCALE

The following sliding fee scale (SFS) samples are intended to assist agencies in developing and formatting their own agency's SFS. These samples do not necessarily reflect the current Federal Poverty Guidelines and should not be directly adopted.

A. SAMPLE 1: FQHC (blended to accommodate multiple programs)

CLIENT FAMILY SIZE	CAT 1 0-100% Fee \$10.00 *	CAT 2 101-133% Fee \$20.00	CAT 3 134-168% Fee \$30.00	CAT 4 169-200% Fee \$40.00	CAT 5 201-250% No Discount	CAT 6 251+% No Discount
1 Annual	\$15,060	\$20,030	\$25,301	\$30,120	\$37,650	\$37,651
Monthly	\$1,255	\$1,669	\$2,108	\$2,510	\$3,138	\$3,139
Weekly	\$290	\$385	\$487	\$579	\$724	\$725
2 Annual	\$20,440	\$27,185	\$34,339	\$40,880	\$51,100	\$51,101
Monthly	\$1,703	\$2,265	\$2,862	\$3,407	\$4,258	\$4,259
Weekly	\$393	\$523	\$660	\$786	\$983	\$984
3 Annual	\$25,820	\$34,341	\$43,378	\$51,640	\$64,550	\$64,551
Monthly	\$2,152	\$2,862	\$3,615	\$4,303	\$5,379	\$5,380
Weekly	\$497	\$660	\$834	\$993	\$1,241	\$1,242
4 Annual	\$31,200	\$41,496	\$52,416	\$62,400	\$78,000	\$78,001
Monthly	\$2,600	\$3,458	\$4,368	\$5,200	\$6,500	\$6,501
Weekly	\$600	\$798	\$1,008	\$1,200	\$1,500	\$1,501
5 Annual	\$36,580	\$48,651	\$61,454	\$73,160	\$91,450	\$91,451
Monthly	\$3,048	\$4,054	\$5,121	\$6,097	\$7,621	\$7,622
Weekly	\$703	\$936	\$1,182	\$1,407	\$1,759	\$1,760
6 Annual	\$41,960	\$55,807	\$70,493	\$83,920	\$104,900	\$104,901
Monthly	\$3,497	\$4,651	\$5,874	\$6,993	\$8,742	\$8,743
Weekly	\$807	\$1,073	\$1,356	\$1,614	\$2,017	\$2,018
7 Annual	\$47,340	\$62,962	\$79,531	\$94,680	\$118,350	\$118,351
Monthly	\$3,945	\$5,247	\$6,628	\$7,890	\$9,863	\$9,864
Weekly	\$910	\$1,211	\$1,529	\$1,821	\$2,276	\$2,277
8 Annual	\$52,720	\$70,118	\$88,570	\$105,440	\$131,800	\$131,801
Monthly	\$4,393	\$5,843	\$7,381	\$8,787	\$10,983	\$10,984
Weekly	\$1,014	\$1,348	\$1,703	\$2,028	\$2,535	\$2,536

Add the following Amounts for Each Additional Family Member (over 8):

Annual	\$5,380	\$7,155	\$9,038	\$10,760	\$13,450	\$13,451
Monthly	\$448	\$596	\$753	\$897	\$1,121	\$1,121
Weekly	\$103	\$138	\$174	\$207	\$259	\$259

Public Health Service; Federal Register, January 22, 2024

Effective Date: through March 31, 2025

* No charge for Family Planning (Category #1 0-100%)

Contractor Initials DS
Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

B. SAMPLE 2: Title X only

Poverty Level	≤100%	101% - 150%	151% - 200%	201% - 250%	≥251%
Portion of Full	0%	25%	50%	75%	100%
Yearly Income					
& Household Size					
1	≤15060	15061 - 22590	22591 - 30120	30121 - 37650	≥37651
2	≤20440	20441 - 30660	30661 - 40880	40881 - 51100	≥51101
3	≤25820	25821 - 38730	38731 - 51640	51641 - 64550	≥64551
4	≤31200	31201 - 46800	46801 - 62400	62401 - 78000	≥78001
5	≤36580	36581 - 54870	54871 - 73160	73161 - 91450	≥91451
6	≤41960	41961 - 62940	62941 - 83920	83921 - 104900	≥104901
7	≤47340	47341 - 71010	71011 - 94680	94681 - 118350	≥118351
8	≤52720	52721 - 79080	79081 - 105440	105441 - 131800	≥131801
Each Additional Family Member	≤5380	5381 - 8070	8071 - 10760	10761 - 13450	≥13451
Monthly Income					
& Household Size					
1	≤1255	1,256 - 1,883	1884 - 2510	2511 - 3138	≥3139
2	≤1703	1704 - 2555	2556 - 3407	3408 - 4258	≥4259
3	≤2152	2153 - 3228	3229 - 4303	4304 - 5379	≥5380
4	≤2600	2601 - 3900	3901 - 5200	5201 - 6500	≥6501
5	≤3048	3049 - 4573	4574 - 6097	6098 - 7621	≥7622
6	≤3497	3498 - 5245	5246 - 6993	6994 - 8742	≥8743
7	≤3945	3946 - 5918	5919 - 7890	7891 - 9863	≥9864
8	≤4393	4394 - 6590	6591 - 8787	8788 - 10983	≥10984
Each Additional Family Member	≤448	449 - 673	674 - 897	898 - 1121	≥1122
Weekly Income					
& Household Size					
1	≤290	291 - 434	435 - 579	580 - 724	≥725
2	≤393	394 - 590	591 - 786	787 - 983	≥984
3	≤497	498 - 745	746 - 993	994 - 1241	≥1242
4	≤600	601 - 900	901 - 1200	1201 - 1500	≥1501
5	≤703	704 - 1055	1056 - 1407	1408 - 1759	≥1760
6	≤807	808 - 1210	1211 - 1614	1615 - 2017	≥2018
7	≤910	911 - 1366	1367 - 1821	1822 - 2276	≥2277
8	≤1014	1015 - 1521	1522 - 2028	2029 - 2535	≥2536
Each Additional Family Member	≤103	104 - 156	157 - 207	208 - 259	≥260

Contractor Initials

Date 6/4/2025



APPENDIX A

NH FAMILY PLANNING PROGRAM Title X Subrecipient Fee Policy

Fee Policy Agreement

On behalf of _____, I hereby certify that I have read and understand the
(Agency Name)
Information and Fee Policy as detailed above. I agree to ensure all agency staff and
subcontractors working on the Title X project understand and adhere to the aforementioned
policies and procedures set forth.

Authorizing Official: Printed Name

Authorizing Official Signature

Date

Contractor Initials

DS
[Signature]

Date 6/4/2025

APPENDIX B

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



Clinical Protocols and Standards of Care

Section: Maternal & Child Health Sub Section(s): Sexual & Reproductive Health Program

Bureau of Family Health and Nutrition, Division of Public Health Services

Document Type (select one): ☒ PO (Policy) ☒ PR (Procedure) ☐ WI (Work Instructions)	Reference #: BFHN.SRH.1010
Document Name: Clinical Protocols and Standards of Care	
Original Effective Date: 2/5/2025	Next Review Date: 2/5/2026 Revision Date:

References	- Title X Program Handbook, Section 3, Provision of High-Quality Family Planning Services #5, #6 (https://opa.hhs.gov/sites/default/files/2022-08/title-x-program-handbook-july-2022-508-updated.pdf#page=19) - PA-FPH-22-001 NOFO (https://www.grantsolutions.gov/gs/preaward/previewPublicAnnouncement.do?id=95156) 2021 Title X Final Rule 42 CFR § 59.5(a)(3) (https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.5) - FY 22 Notice of Award Special Terms and Requirements
Additional Resources	- National Recommendations for Providing Quality Family Planning Services (QFP) (https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/quality-family-planning) - Providing QFP Services in the United States: Recommendations of the U.S. Office of Population Affairs (Revised 2024) (https://www.ajpmonline.org/article/S0749-3797(24)00310-6/fulltext) https://www.uspreventiveservicestaskforce.org/uspstf/topic_search_results?topic_status=P https://www.acog.org/ - NH Family Planning Program (FPP) Clinical Guidelines - NH FPP Subrecipient Required Trainings List

Contractor Initials

Date 6/4/2025

APPENDIX B

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



PURPOSE

To describe the New Hampshire Department of Health and Human Services (DHHS)/Division of Public Health Services (DPHS)/Sexual and Reproductive Health (SRH) Program expectation that services are provided in a manner that is equitable and quality service delivery is consistent with nationally recognized standards of care. (42 CFR § 59.5(a)(3))

Recipients must also provide quality family planning services that are consistent with the "Providing Quality Family Planning (QFP) Services: Recommendations from Centers for Disease Control and Prevention (CDC) and the U.S. Office of Population Affairs (OPA)" and other relevant nationally recognized standards of care. (PA-FPH-22-001 NOFO, FY 22 Notice of Award Special Terms and Requirements)

POLICY

- Service sites operate within written clinical protocols aligned with nationally recognized standards of care.
- Clinical protocols are approved by the medical director or the clinical services provider overseeing the project.

PROCEDURE

- Nationally recognized standards of care such as the U.S. Preventative Services Task Force (USPSTF), CDC, and The American College of Obstetricians and Gynecologists (ACOG) will be utilized in the development of NH FPP Clinical Guidelines.
- NH DHHS/DPHS/SRH Program and contracted clinical consultant will review and update NH FPP Clinical Guidelines annually or as necessary to ensure they are current and reflect current federal and professional medical associations recommendations for each type of service as cited in the QFP.
- Clinical staff will participate in training on the QFP. All training will be documented, and annual training reports will be submitted to NH DHHS/DPHS/SRH Program annually.
- SRH Program staff will assess adherence to approved protocols through medical records reviews during site visits.
- NH DHHS/DPHS/SRH Program will monitor subrecipients and service sites to ensure compliance with this expectation through collection of NH FPP Clinical Guidelines signature page, review of annual training reports, during site visits through clinical record reviews and observation to assess adherence with this expectation.
- This policy will be made available to subrecipient project leads to disseminate to their staff. All staff should feel free to provide feedback about NH DHHS/DPHS/SRH Program policies & procedures. Staff can provide feedback to their project leads to coordinate or provide input directly to the program by emailing SexualandReproductiveHealth@dhhs.nh.gov.
- At the recipient level, policies and procedures will be included in orientation of all new staff.
- Policies will be reviewed once a year, any changes will be proposed to the network, by disseminating to subrecipient project leads to gather input from their organizations as

Contractor Initials 
Date 6/4/2025

APPENDIX B

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



they deem appropriate (i.e., staff, community, board, I&E, etc.), final policies will be emailed to leads once finalized.

- Contracted agencies should have copies of all policies readily available to staff, however, if needed, policies can be shared upon request by contacting SRH program staff or SexualandReproductiveHealth@dhhs.nh.gov.

Approved By		Date
Name Administrator/Supervisor of Relevant Program (PR or WI if designated): Aurelia Moran		01/08/2025
REVISION LOG		
Document Type (select one): ☒ PO (Policy) ☒ Procedure (PR) ☐ WI (Work Instructions)		Reference #: BFHN.SRH.1010
Document Name: Clinical Protocols and Standards of Care		Original Effective Date:
Date	Explanation	Revised By

Contractor Initials  Date 6/4/2025



APPENDIX C

NH FAMILY PLANNING PROGRAM I&E Materials Review and Approval Process Policy

I&E Materials Review and Approval Process Policy

Section: Maternal & Child Health Sub Section(s): NH Family Planning Program Version: 4.0
Effective Date: April 1, 2024 Next Review Date: June 30, 2025

Approved by:	AURELIA MORAN
Authority	Section 1006(d)(1), PHS Act; 42 CFR 59.6

PURPOSE

The purpose of this policy is to describe the processes of the *Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program* (NH FPP), the Title X Grantee, for ensuring subrecipient compliance with the Title X Expectation to establish a review and approval process, by an I&E/Advisory Committee, of all informational and educational (I&E) materials (print and electronic) developed or made available under the Title X project prior to their distribution, to ensure that materials developed or made available under the project are suitable for the intended population or community to which they are to be made available.

POLICY

I. NH FPP ensures compliance with all Title X I&E Materials Review and Approval Expectations by dividing I&E responsibilities as follows:

- I&E review and approval operations, including the establishment of an I&E/Advisory Committee and review and approval of materials as described in CFR 59.6(b), are delegated to individual subrecipient agencies.
- Oversight of these operations rests with the NH FPP who will ensure each subrecipient's adherence to Title X Expectations relating to the review and approval of I&E materials per CFR 59.6 and as outlined in this policy document.

II. Expectations delegated to subrecipient agencies include:

- Having an advisory committee (or committees as appropriate) that reviews and approves print and electronic informational and educational materials developed or made available under the project, prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X. (Section 1006(d)(1) and (2), PHS Act; 42 CFR § 59.6(a))
- Ensuring at least 5 reviewers (clients, individuals who reflect the demographics of clients, and/or potential clients) for each material. *Subrecipient agencies do not need to have the same 5 reviewers for each material.*
- *Subrecipient agencies may fulfill I&E Advisory Committee membership expectations by:*
 - creating one or more I&E Advisory Committees that resemble the demographic and other characteristics of the audience for whom the materials are intended.*



NH FAMILY PLANNING PROGRAM I&E Materials Review and Approval Process Policy

- ii. *using an Advisory Board or other committee that is already in existence, as long as such committee resembles the demographic and other characteristics of the audience for whom the materials are intended.*
 - iii. *soliciting feedback from clients recruited while visiting the health center for an appointment.*
- Establishing and maintaining an advisory committee that:
 - i. consists of no fewer than five members and up to as many members the recipient determines and
 - ii. includes individuals broadly representative of the population or community for which the materials are intended. (Section 1006(d)(2), PHS Act; 42 CFR § 59.6(b)).
- Ensuring that the advisory committee, in reviewing materials:
 - i. considers the educational, cultural, and diverse backgrounds of individuals to whom the materials are addressed,
 - ii. considers the standards of the population or community to be served with respect to such materials,
 - iii. reviews the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed,
 - iv. determines whether the material is suitable for the population or community to which is to be made available, and
 - v. establishes and maintains a written record of its determinations.
- It may be necessary for the I&E/Advisory Committee to delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available under the Title X-funded project to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the I&E/Advisory Committee must still grant final approval of each I&E material.
- **Frequency of Review.** *Each material being distributed under the Title X project must be reviewed on an annual basis to determine that it meets the Title X Expectations. The annual review must result in re-approval or expiration of each I&E material.*
- It is recommended that the advisory committee meet (virtually or in person) 1-2 times annually or more often as appropriate for the purposes of:
 - i. discussing the addition of new/updated I&E materials,
 - ii. determining if any old/outdated materials should be expired,
 - iii. re-approving I&E materials currently being made available to Title X clients.



ANNEX C

NH FAMILY PLANNING PROGRAM I&E Materials Review and Approval Process Policy

PROCEDURES

I. Grantee Procedures:

- NH FPP staff will provide guidance, training, and technical assistance to subrecipient agencies to ensure that subrecipient staff have the knowledge and understanding of I&E expectations needed to comply with Title X Expectations.
- NH FPP staff will provide oversight by:
 - i. reviewing annual subrecipient submissions of the *NH FPP I&E Materials List Template* (see Attachment A) and providing feedback as needed. The list will be evaluated for required data elements for each material, including a date of approval for each material that is within one year from the date the I&E materials list is due to be submitted (refer to the current Family Planning Reporting Calendar)
 - ii. reviewing subrecipient I&E materials review policies and procedures, committee member lists (including demographic and other characteristics), individual committee member feedback on materials reviewed, and committee member summaries during subrecipient site visits.
- The NH FPP will produce and provide a de-identified master list of all I&E materials currently in use across the NH FPP Title X network on an annual basis. This list is to be used solely for the purposes of aiding sub-recipients in brainstorming materials or types of materials they would like to share with their own client population. *Materials on this list are not approved for network-wide use and must adhere to review and approval of the subrecipient's own advisory committee.*

II. Subrecipient Procedures:

- Sub-recipients must have written documentation that outlines their processes for conducting material reviews. This documentation should include at a minimum, detailed processes for:
 - i. assessing that the content of I&E materials is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed, and how it is ensured by the committee or appropriate project staff.
 - ii. how the I&E/Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
 - iii. how the I&E/Advisory Committee members will ensure that the materials are suitable for the population and community for which they are intended.
 - iv. reviewing materials written in languages other than English.
 - v. how review and approval records will be maintained, including how old materials will be expired.
 - vi. documenting compliance with the membership size requirement for the I&E/Advisory Committee (updated lists/rosters, meeting minutes).
 - vii. selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
 - viii. ensuring that new/updated materials are routinely added, as necessary (meeting minutes, review forms).
 - ix. documenting that the I&E/Advisory Committee(s) is/are active (meeting minutes).



NH FAMILY PLANNING PROGRAM I&E Materials Review and Approval Process Policy

- Subrecipients should have the following documents readily available during program and federal site visits or upon request:
 - i. written policies that describe subrecipient materials review and approval process, as described above.
 - ii. an up-to-date *NH FPP I&E Materials List* (Attachment A)
 - iii. documentation demonstrating that advisory committee members are broadly representative of the population or community for which the materials are intended (e.g., demographic information collected on the review form). See *Attachment B: I&E Advisory Committee Review Form*.

MONITORING AND ENFORCEMENT

Adherence to this policy and procedure is monitored by the NH Family Planning Program. Failure to comply with this policy may result in corrective action, withholding of funds or contract termination.

POLICY MAINTENANCE

This policy will be maintained by the NH Family Planning Program and will be reviewed and updated, as appropriate, on an annual basis.

APPENDIX D NH FAMILY PLANNING PROGRAM



TEMPORARY ASSISTANCE FOR NEEDY FAMILIES FUNDING POLICY

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: July 1, 2022 Next Review Date: June 30, 2025

Approved by:	Aurelia Moran
Authority	NH Department of Health and Human Services, Division of Economic and Housing Supports

The purpose of this policy is to describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with proper utilization of the Temporary Assistance for Needy Families (TANF) funding awarded by the NH Department of Health and Human Services, NH Division of Public Health Services, and as administered and required by the U.S Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Family Assistance (OFA).

I. TANF Funding Policy

Temporary Assistance for Needy Families (TANF) funding must only be utilized by sub-recipients for family planning program outreach and promotional activities or events that support knowledge of and access to family planning services by populations in need. Outreach and promotional activities/events may include, but are not limited to:

- Outreach coordination.
- Community table events.
- Social media.
- Outreach to schools.

Sub-recipients should produce a plan that documents a promotional strategy and marketing campaign that includes identification of populations in need of family planning services, details activities and projects for reaching the target population and specifies evaluation measures. *Sub-recipients must submit an Outreach & Education Report on an annual basis on August 31 of each contract year or as requested by the NH FPP.*

Outreach efforts must be specific to the NH family planning program and sub-recipients must not report any outreach efforts conducted by any other program within their organization.

Suggestions for TANF-funded promotional activities/events:

- Community Presentations (e.g., providing education at a local school on a reproductive health topic)

Contractor Initials: 
Date: 6/4/2025

APPENDIX D NH FAMILY PLANNING PROGRAM



- Attend community events to provide health education to attendees (e.g., tabling events, community meetings).
- Distribute program information at community events (e.g., tabling events).
- Conduct presentations to inform community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss the family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (e.g., websites, social media).
- Distribute and post flyers.
- Create and post social media to promote family planning services.

TANF Funding Policy Agreement

On behalf of _____, I hereby certify that I have read and understand the
(Agency Name)
TANF Funding Policy as detailed above. I agree to ensure all agency staff and subcontractors
working on the Title X project understand and adhere to the aforementioned policies and
procedures set forth.

Authorizing Official: Printed Name

Authorizing Official Signature

Date

Contractor Initials: _____

Date: 6/4/2025

DS
[Signature]

NH DIVISION OF
 Public Health Services
 "ensuring health, preventing disease, reducing waste for all"

HOW TO USE: Please refer to the "Directions" tab for information on how to complete the cells below. Any activities related to building and strengthening partnerships with other community organizations (civic, provider, coalition meetings or events) with the purpose of enhancing outreach activities should be recorded under "Partnership Activities" tab.

[illegible]

Updated 7/26/2022

Contractor Initials: DS
Date: 6/4/2025



HOW TO USE: Developing relationships with community partners can help enhance outreach efforts and reach more potential clients. Please use the cells below to describe activities and outreach conducted to initiate, strengthen and/or build upon collaborative partnerships with other community agencies/organizations. Please refer to the "Directions" tab for more information on how to complete the cells below.

Community Partnership Activities

[illegible]

Additional Notes:

Contractor Initials: DS
Date: 6/4/2025

APPENDIX F

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



Staff Training	
Section: Maternal & Child Health	Sub Section(s): Sexual & Reproductive Health Program
Bureau of Family Health and Nutrition, Division of Public Health Services	

Document Type (select one): ☒ PO (Policy) ☒ PR (Procedure) ☐ WI (Work Instructions)	Reference #: BFHN.SRH.1014
Document Name: Staff Training	
Original Effective Date: 02/5/2025	Next Review Date: 2/5/2026 Revision Date:

References	- Title X Program Handbook, Section 3, Staff Training #1, #2, #3, #4 (https://opa.hhs.gov/sites/default/files/2022-08/title-x-program-handbook-july-2022-508-updated.pdf - page=27) 2021 Title X Final Rules 42 CFR § 59.5(b)(4) (https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.5)
Additional Resources	- NH FPP Required Trainings - Reproductive Health National Training Center (RHNTC): https://rhntc.org/ - National Clinical Training Center for Sexual and Reproductive Health (CTC-SRH): https://ctcsrh.org/ - Know and Tell

PURPOSE

To describe the New Hampshire Department of Health and Human Services (DHHS)/Division of Public Health Services (DPHS)/Sexual and Reproductive Health (SRH) Program process for ensuring recipient, subrecipient, and service sites are compliant with the requirements for staff training.

POLICY

- Orientation and in-service training for all project personnel is provided by the project as outlined in the NH FPP Required Trainings plan and in compliance with Title X federal staff training requirements.
- Provide for orientation and in-service training for all project personnel. (42 CFR § 59.5(b)(4))

Contractor Initials DS
 Date 6/4/2025

APPENDIX F

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



- Ensure routine training of staff on federal/state requirements for reporting or notification of child abuse, child molestation, sexual abuse, rape, or incest, as well as on human trafficking.
- Ensure routine training on involving family members in the decision of minors to seek family planning services and on counseling minors on how to resist being coerced into engaging in sexual activities.
-

PROCEDURE

- All project staff (recipient, subrecipient, and service site staff) should adhere to the NH FPP Required Trainings list, for new or existing staff as appropriate. The training list provides details and a timeline of completion for all Title X and SRH Program required and recommended trainings.
- The NH FPP Required Trainings list will be provided to subrecipient agencies by NH SRH Program staff when updated, on an annual basis, and as requested from subrecipient agency staff. The Required Trainings list can also be shared upon request by contacting SRH Program staff or SexualandReproductiveHealth@dhhs.nh.gov.
- Subrecipients/service sites will ensure and document that all project staff have received orientation and in-service training per the NH SRH training plan.
- Subrecipient monitoring activities will include making available on an annual basis at a minimum, a copy of project staff training records documenting completion of all required trainings per the appropriate and most up-to-date NH FPP Required Training list. Activities may also include review of staff training policies, procedures and records during site visits to ensure compliance with this expectation.
- This policy will be made available to subrecipient project leads to disseminate to their staff. All staff should feel free to provide feedback about NH DHHS/DPHS/SRH Program policies & procedures. Staff can provide feedback to their project leads to coordinate or provide input directly to the program by emailing SexualandReproductiveHealth@dhhs.nh.gov.
- At the recipient level, policies and procedures will be included in orientation of all new staff.
- This policy will be reviewed once a year, any changes will be proposed to the network, by disseminating to subrecipient project leads to gather input from their organizations as they deem appropriate (i.e., staff, community, board, I&E, etc.), final policies will be emailed to leads once finalized.
- Contracted agencies should have copies of all policies readily available to staff, however, if needed, policies can be shared upon request by contacting SRH program staff or SexualandReproductiveHealth@dhhs.nh.gov.

Contractor Initials DS
Date 6/4/2025

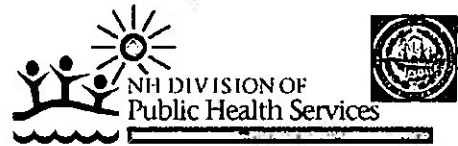
APPENDIX F

NH SEXUAL & REPRODUCTIVE HEALTH PROGRAM



Approved By		Date
Name Administrator/Supervisor of Relevant Program (PR or WI if designated): Aurelia Moran		01/08/2025
REVISION LOG		
Document Type (select one): ☒ PO (Policy) ☒ Procedure (PR) ☐ WI (Work Instructions)		Reference #: BFHN.SRH.1014
Document Name: Staff Training		Original Effective Date:
Date	Explanation	Revised By

Contractor Initials DS
Date 6/4/2025



APPENDIX G **New Hampshire Family Planning Program** **Title X Staff Update Form**

Reason for update:

Date Effective:

- ☐ New hire
- ☐ Change in employment status (specify):
- ☐ Termination of employment
- ☐ Other (specify):

Information of Person Completing Form *(should be FP Director or upper management staff)*

Full Name: _____
Last, First *Nickname/Preferred name*

Agency name: _____

Email: _____

Job Title: _____

Please complete the table below for all staff changes

Staff Name	Specify Role/Credentials	Service Site Location	Reason for Update <i>(new hire, termination, employment change)</i>	Hours of work per week for this role

Describe any impacts of staff changes to the provision of Title X service delivery:

REMINDERS:

- This form should be completed within 30 days of Title X project staff change(s) occurring
- For new hires working on Title X project, please include resume
- Send updated Title X staff list

Please submit this form and any supporting documentation (e.g., resume) to:
SexualandReproductiveHealth@dhhs.nh.gov

Contractor Initials: _____
 Date: 6/4/2025

[illegible]

APPENDIX I

NH Family Planning Program Reporting Calendar SFY 2026-2027

All due dates and reporting requirements are subject to change at the discretion of the program and Title X Federal Requirements. More information on reporting items will be provided by the program prior to the due dates below.

ITEMS DUE WITHIN 30 DAYS OF G&C'S CONTRACT APPROVAL (unless otherwise noted):	
- NH FPP Clinical Guidelines with staff signatures - State Fiscal Year (SFY) 2026 Workplan - Agency Title X staff list - Minors Counseling Policy/Procedures - Communication Access and Language Assistance Plan (due within 10 days of G&C approval) - Documentation that all staff completed the Title X Orientation (new service sites only)	
SFY 26 (July 1, 2025- June 30, 2026)	
Due Date:	Reporting Requirement:
August 29, 2025	SFY2025 Annual Reporting* only due for agencies contracted during SFY2025 (July 1, 2024 – June 30, 2025)
January 16, 2026	Family Planning Annual Reporting (FPAR)**
April 3, 2026	Sliding Fee Scales/Fee Schedules
May – June 2026 (Official dates shared when released from HRSA)	340B Annual Recertification Period for Title X Family Planning & CDC (STD/TB)
May 1, 2026	Pharmacy Protocols/Guidelines
May 29, 2026	I&E Material List with Advisory Board Approval Dates
SFY 27 (July 1, 2026 – June 30, 2027)	
Due Date:	Reporting Requirement:
August 28, 2026	SFY 2026 Annual Reporting*
January 8, 2027	Family Planning Annual Reporting (FPAR)**
April 2, 2027	Sliding Fee Scales/Fee Schedules
May – June 2027 (Official dates shared when released from HRSA)	340B Annual Recertification Period for Title X Family Planning & CDC (STD/TB)
May 7, 2027	Pharmacy Protocols/Guidelines
May 28, 2027	I&E Material List with Advisory Board Approval Dates
June 2027 (TBD)	Clinical Guidelines Signatures (effective July 1, 2025)
August 27, 2027	SFY 2027 Annual Reporting*

*Items to be submitted for Annual Reporting will include, but may not be limited to:

- Patient Satisfaction Surveys, Outreach and Education Report, Annual Staff Training Report, Work Plan Update/Performance Measure Outcome Report, Policies and Procedures.

**FPAR Reporting items will include, but may not be limited to:

- Sources of Revenue spreadsheet, Clinical Data (FPAR Tables 9, 11, 12), FTE/ Provider Type (FPAR Table 13)

Contractor Initials: 
Date: 6/4/2025

APPENDIX I

NH Family Planning Program Reporting Calendar SFY 2026-2027

In addition to the above reporting requirements, agencies conducting in-house sterilizations must submit agency Public Health Sterilization Records on a quarterly basis and in accordance with the following timeline:

SFY 2026 Public Health Sterilization Records	SFY 2027 Public Health Sterilization Records
July 2025 - September 2025 records: <i>Due October 10, 2025</i>	July 2026 - September 2026 records: <i>Due October 9, 2026</i>
October 2025 - December 2025 records: <i>Due January 9, 2026</i>	October 2026 - December 2026 records: <i>Due January 8, 2027</i>
January 2026 - March 2026 records: <i>Due April 10, 2026</i>	January 2027 - March 2027 records: <i>Due April 9, 2027</i>
April 2026 - June 2026 records: <i>Due July 10, 2026</i>	April 2027 - June 2027 records: <i>Due July 9, 2027</i>

Contractor Initials: 
Date: 6/4/2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115

Certificate Number: 0007102722



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 March A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Obhed Giri, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health (formerly Manchester Community Health Center)
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 4, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health (formerly Manchester Community Health Center) to enter into
(Name of Corporation/ LLC)

contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 05/12/2025



Signature of Elected Officer
Name: Obhed Giri
Title: Board Secretary

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/06/2025

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicole Rhuda PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicole.rhuda@usi.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co of the Southeast INSURER B: Granite State Healthcare & Human Svc WC INSURER C: ZNAT Insurance Company INSURER D: INSURER E: INSURER F:	
INSURED Amoskeag Health 145 Hollis Street Manchester, NH 03101	NAIC # 39926 NONAIC 30120	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	S2640265	06/04/2024	07/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	S2640265	06/04/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	S2640265	06/04/2024	07/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	P02300HCHS2025 3A State: NH M1397401 3A: AR ME MA NC	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C							

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER**CANCELLATION**

State of NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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**AMOSKEAG
HEALTH**

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- *Promoting wellness and empowering patients through education*
- *Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy*
- *Providing exceptional, evidence-based and patient-centered care*
- *Removing barriers so that our patients achieve and maintain their best possible health*

Where quality and compassion meet family and community



FINANCIAL STATEMENTS

and

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND THE UNIFORM GUIDANCE**

June 30, 2024 and 2023

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Amoskeag Health (the Organization), which comprise the balance sheets as of June 30, 2024 and 2023, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the Organization has incurred a significant operating loss during the year ended June 30, 2024 and has declining working capital and limited days cash on hand. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 11. Our opinion is not modified with respect to that matter.

Board of Directors
Amoskeag Health

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Board of Directors
Amoskeag Health

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2024 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024

AMOSKEAG HEALTH

Balance Sheets

June 30, 2024 and 2023

ASSETS

	<u>2024</u>	<u>2023</u>
Current assets		
Cash and cash equivalents	\$ 219,540	\$ 1,291,683
Patient accounts receivable	1,175,811	1,857,818
Grants and other receivables	930,506	1,120,900
Other current assets	<u>99,527</u>	<u>145,734</u>
Total current assets	2,425,384	4,416,135
Operating lease right-of-use assets	1,243,796	1,454,454
Property and equipment, net	3,413,462	3,597,132
Other assets	<u>106,676</u>	<u>103,941</u>
Total assets	<u>\$ 7,189,318</u>	<u>\$ 9,571,662</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 800,000	\$ -
Accounts payable and accrued expenses	1,073,322	580,054
Accrued payroll and related expenses	1,764,205	1,663,737
Current portion of operating lease liabilities	178,529	178,529
Current portion of long-term debt	<u>1,426,430</u>	<u>1,467,285</u>
Total current liabilities	5,242,486	3,889,605
Operating lease liabilities, less current portion	<u>1,136,450</u>	<u>1,314,978</u>
Total liabilities	<u>6,378,936</u>	<u>5,204,583</u>
Net assets		
Without donor restrictions	(107,025)	3,574,104
With donor restrictions	<u>917,407</u>	<u>792,975</u>
Total net assets	<u>810,382</u>	<u>4,367,079</u>
Total liabilities and net assets	<u>\$ 7,189,318</u>	<u>\$ 9,571,662</u>

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

AMOSKEAG HEALTH

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Operating revenue		
Net patient service revenue	\$ 10,035,543	\$ 11,137,761
Grants, contracts and support	9,556,723	11,892,431
Other operating revenue	89,275	71,330
Net assets released from restriction for operations	<u>444,973</u>	<u>1,048,634</u>
Total operating revenue	<u>20,126,514</u>	<u>24,150,156</u>
Operating expenses		
Salaries and wages	14,177,028	15,520,631
Employee benefits	3,588,222	3,777,334
Supplies and minor equipment	673,775	1,251,911
Contracted services	3,466,299	3,759,308
Occupancy	1,085,498	1,250,813
Other	505,555	522,917
Depreciation and amortization	428,873	457,433
Interest	<u>50,584</u>	<u>48,724</u>
Total operating expenses	<u>23,975,834</u>	<u>26,589,071</u>
Deficiency of revenue over expenses	(3,849,320)	(2,438,915)
Grants received for capital acquisition and in service	<u>168,191</u>	<u>39,155</u>
Decrease in net assets without donor restrictions	<u>(3,681,129)</u>	<u>(2,399,760)</u>
Net assets with donor restrictions		
Contributions	569,405	654,645
Net assets released from restriction for operations	<u>(444,973)</u>	<u>(1,048,634)</u>
Increase (decrease) in net assets with donor restrictions	<u>124,432</u>	<u>(393,989)</u>
Change in net assets	(3,556,697)	(2,793,749)
Net assets, beginning of year	<u>4,367,079</u>	<u>7,160,828</u>
Net assets, end of year	<u>\$ 810,382</u>	<u>\$ 4,367,079</u>

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2024 and 2023

	2024							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	\$ 7,973,255	\$ 3,168,919	\$ 68,667	\$ 1,366,431	\$ 12,577,272	\$ 1,419,469	\$ 180,287	\$ 14,177,028
Employee benefits	2,021,604	902,060	53,140	334,755	3,311,559	245,328	31,335	3,588,222
Supplies and minor equipment	415,689	47,619	171,852	16,238	651,398	22,170	207	673,775
Contracted services	1,145,537	711,577	336,781	145,106	2,339,001	1,104,155	23,143	3,466,299
Occupancy	650,477	290,521	34,974	106,783	1,082,755	2,743	-	1,085,498
Other	112,969	98,055	4,607	32,057	247,688	243,587	14,280	505,555
Depreciation and amortization	210,402	77,127	9,708	28,998	326,235	102,638	-	428,873
Interest	2,499	1,035	133	397	4,064	46,520	-	50,584
Total	<u>\$ 12,532,432</u>	<u>\$ 5,296,913</u>	<u>\$ 679,862</u>	<u>\$ 2,030,765</u>	<u>\$ 20,539,972</u>	<u>\$ 3,186,610</u>	<u>\$ 249,252</u>	<u>\$ 23,975,834</u>
	2023							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	\$ 8,939,465	\$ 3,006,416	\$ 52,985	\$ 1,573,145	\$ 13,572,011	\$ 1,710,956	\$ 237,664	\$ 15,520,631
Employee benefits	1,892,344	885,604	13,259	332,514	3,123,721	594,854	58,759	3,777,334
Supplies and minor equipment	657,097	148,089	97,574	75,261	978,021	250,493	23,397	1,251,911
Contracted services	1,468,341	855,698	336,323	269,827	2,930,189	812,470	16,649	3,759,308
Occupancy	656,520	147,959	97,489	75,195	977,163	250,274	23,376	1,250,813
Other	274,017	58,473	43,760	30,474	406,724	106,445	9,748	522,917
Depreciation and amortization	178,648	47,234	6,284	18,651	250,817	202,918	3,698	457,433
Interest	16,084	5,060	749	2,222	24,115	24,174	435	48,724
Total	<u>\$ 14,082,516</u>	<u>\$ 5,154,533</u>	<u>\$ 648,423</u>	<u>\$ 2,377,289</u>	<u>\$ 22,262,761</u>	<u>\$ 3,952,584</u>	<u>\$ 373,726</u>	<u>\$ 26,589,071</u>

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Change in net assets	\$ (3,556,697)	\$ (2,793,749)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	428,873	457,433
Amortization of operating lease right-of-use assets	210,658	210,821
Grants received for capital acquisition	(168,191)	(39,155)
Contributions received for capital acquisition	-	(5,000)
(Increase) decrease in the following assets		
Patient accounts receivable	682,007	(434,850)
Grants and other receivables	190,394	735,167
Other current assets	46,207	8,408
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	493,268	51,485
Accrued payroll and related expenses	100,468	311,391
Operating lease liabilities	<u>(178,528)</u>	<u>(171,768)</u>
Net cash used by operating activities	<u>(1,751,541)</u>	<u>(1,669,817)</u>
Cash flows from investing activities		
Purchase of investments	(2,735)	(47,653)
Capital expenditures	<u>(239,444)</u>	<u>(185,529)</u>
Net cash used by investing activities	<u>(242,179)</u>	<u>(233,182)</u>
Cash flows from financing activities		
Grants received for capital acquisition	168,191	39,155
Contributions received for capital acquisition	-	5,000
Proceeds from line of credit	1,050,000	-
Payments on line of credit	(250,000)	-
Payments on long-term debt	<u>(46,614)</u>	<u>(48,430)</u>
Net cash provided (used) by financing activities	<u>921,577</u>	<u>(4,275)</u>
Net decrease in cash and cash equivalents	(1,072,143)	(1,907,274)
Cash and cash equivalents, beginning of year	<u>1,291,683</u>	<u>3,198,957</u>
Cash and cash equivalents, end of year	<u>\$ 219,540</u>	<u>\$ 1,291,683</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 50,584</u>	<u>\$ 48,724</u>

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

AMOSKEAG HEALTH
Notes to Financial Statements
June 30, 2024 and 2023

Organization

Amoskeag Health (the Organization) is a not-for-profit corporation organized in Manchester, New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive, and family-oriented primary health care and support services, which meet the needs of a diverse community, regardless of age, ethnicity or income.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

The Organization maintains cash balances at several financial institutions. The balances at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations for medical, behavioral health, optometry, podiatry and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.

The majority of the Organization's performance obligations are satisfied at a point in time.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Significant payer concentrations are presented in Note 3.

A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services provided to a Medicare beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

Medicaid

The Organization is primarily reimbursed for medical, behavioral health, certain dental and ancillary services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Commercial Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to \$1,988,390 and \$2,188,583 for the years ended June 30, 2024 and 2023, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription after the amount has been determined by the pharmacy benefits manager.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patients Accounts Receivable

Effective July 1, 2023, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected claims and credit losses on certain financial instruments. Topic 326 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Organization that are subject to ASU 2016-13 include patient accounts receivable. The adoption of this ASU did not have a material impact on the Organization's financial statements.

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and are reduced by explicit and implicit price concessions. Management estimates implicit price concessions based on its historical collection experience with patients. No additional valuation allowance is necessary for possible credit losses based on historical experience, current conditions, and reasonable and supportable forecasts.

Grants and Other Receivables

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amount are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants with project periods extending beyond June 30, 2024 in the aggregate amount of \$9,568,050 that have not been recognized at June 30, 2024 because qualifying expenditures have not yet been incurred.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2024 and 2023, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 64% and 61%, respectively, of grants, contracts and support revenue.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

Right-of-Use Assets and Lease Liabilities

U.S. GAAP requires lessees to recognize a lease liability and a right-of-use asset for all leases with terms greater than 12 months on its balance sheet. Whether an arrangement contains a lease is evaluated at the inception of the arrangement. The Organization estimates its lease liability at the present value of future rent payments required under a lease using the imputed rate when identifiable or a risk-free rate for a term approximating the lease term, including options to extend or terminate the lease that the Organization is reasonably certain to exercise. As the leases do not provide an implicit rate, the Organization elected the practical expedient to use the risk-free rate.

The Organization's right-of-use asset initially is equal to its lease liability, adjusted for any lease incentives received or lease payments made. Lease expense is recorded on a straight-line basis over the term of a lease. Leases of 12 months or less at inception are not included in the Organization's right-of-use assets and lease liabilities.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than \$5,000.

Contributions

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 net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restriction.

The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

AMOSKEAG HEALTH
Notes to Financial Statements
June 30, 2024 and 2023

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Deficiency of Revenue Over Expenses

The statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 3, 2024, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. Financial assets available for general expenditure within one year were as follows:

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$ 219,540	\$ 1,291,683
Patient accounts receivable	1,175,811	1,857,818
Grants and other receivables	<u>930,506</u>	<u>1,120,900</u>
Financial assets available	2,325,857	4,270,401
Less net assets with donor restrictions	<u>917,407</u>	<u>792,975</u>
Financial assets available	<u>\$ 1,408,450</u>	<u>\$ 3,477,426</u>

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 3 and 18 at June 30, 2024 and 2023, respectively.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

3. Patient Accounts Receivable and Net Patient Service Revenue

Patient Accounts Receivable

Patient accounts receivable and due from third-party payers are stated at the amount management expects to collect from outstanding balances and consisted of the following at June 30:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Direct patient services	\$ 1,137,265	\$ 1,795,769	\$ 1,302,100
Contract 340B pharmacy program	<u>38,546</u>	<u>62,049</u>	<u>120,868</u>
Total patient accounts receivable	<u>\$ 1,175,811</u>	<u>\$ 1,857,818</u>	<u>\$ 1,422,968</u>

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Medicaid accounted for approximately 59% and 54% of the Organization's patient accounts receivable at June 30, 2024 and 2023, respectively. No other individual payer represented more than 10% of the Organization's net patient accounts receivable.

Net Patient Service Revenue

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

	<u>2024</u>	<u>2023</u>
Gross charges	\$ 13,687,925	\$ 18,699,505
Less: Contractual adjustments and implicit price concessions	(3,414,011)	(7,066,363)
Sliding fee discount policy adjustments	<u>(1,180,706)</u>	<u>(1,687,369)</u>
Total net direct patient service revenue	9,093,208	9,945,773
Other patient revenue	163,008	113,460
Contract 340B program revenue	<u>779,327</u>	<u>1,078,528</u>
Total net patient service revenue	<u>\$ 10,035,543</u>	<u>\$ 11,137,761</u>

Revenue from Medicaid accounted for approximately 58% and 59% of the Organization's net patient service revenue for the years ended June 30, 2024 and 2023, respectively. No other individual payer represented more than 10% of the Organization's net patient service revenue.

AMOSKEAG HEALTH
Notes to Financial Statements
June 30, 2024 and 2023

4. Property and Equipment

Property and equipment consisted of the following as of June 30:

	<u>2024</u>	<u>2023</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,428,684	5,428,684
Furniture and equipment	<u>3,048,558</u>	<u>2,831,166</u>
Total cost	8,558,242	8,340,850
Less accumulated depreciation	<u>5,194,939</u>	<u>4,779,625</u>
	3,363,303	3,561,225
Projects in process	<u>50,159</u>	<u>35,907</u>
Property and equipment, net	<u>\$ 3,413,462</u>	<u>\$ 3,597,132</u>

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has a \$1,000,000 line of credit demand note with a local banking institution with interest at the Bloomberg Short-Term Bank Yield Index rate plus 2.75% (8.14% at June 30, 2024). The line of credit is collateralized by all assets. There was \$800,000 outstanding at June 30, 2024. There was no outstanding balance at June 30, 2023.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2024.

6. Leases

The Organization has entered into the following lease arrangements:

Operating Leases

The Organization has operating leases for clinic facilities with maturities ranging from May 2025 through March 2034. Certain leases contain renewal options and escalation clauses which range from 2% to 6.73%. Termination of the leases are generally prohibited unless there is a violation under the lease agreement. The weighted-average discount rate and weighted-average remaining lease term in years for operating leases as of June 30, 2024 and 2023, were 2.88% and 8.35 years and 2.88% and 9.00 years, respectively.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2024 and 2023****Short-Term Leases**

The Organization has certain leases that are for a period of 12 months or less or contain renewals for periods of 12 months or less.

Lease Cost

Lease cost, which approximates lease payments, for the year ended June 30, 2024 was as follows:

	<u>2024</u>	<u>2023</u>
Operating leases	\$ 250,903	\$ 255,964
Short-term leases	<u>223,064</u>	<u>278,944</u>
Total	<u>\$ 473,967</u>	<u>\$ 534,908</u>

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

Future minimum payments due under the facility lease agreements for the years ending June 30, are as follows:

2025	\$ 216,166
2026	160,335
2027	166,940
2028	148,062
2029	119,288
Thereafter	<u>684,909</u>
Total future undiscounted lease payments	1,495,700
Less present value discount	<u>180,721</u>
Total operating lease liabilities	1,314,979
Current portion of operating lease liabilities	<u>178,529</u>
Operating lease liabilities, net of current portion	<u>\$ 1,136,450</u>

7. Long-Term Debt

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for \$1,670,000 with New Hampshire Health and Education Facilities Authority participating in the lending for \$450,000 of the note payable. Monthly payments of \$8,011, including interest fixed at 3.05%, are based on a 25-year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2024 and 2023**

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was not in compliance with the debt service coverage ratio at June 30, 2024, accordingly the full amount of the note is reported as a currently liability in the accompanying balance sheet as of June 30, 2024.

8. Net Assets

Net assets were as follows as of June 30:

	<u>2024</u>	<u>2023</u>
Net assets without donor restrictions		
Undesignated	\$ (107,025)	\$ 3,068,175
Designated for working capital	<u> -</u>	<u>505,929</u>
Total	<u>\$ (107,025)</u>	<u>\$ 3,574,104</u>
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	\$ 305,376	\$ 259,485
Building improvements	320,000	310,000
Child health services	<u>190,673</u>	<u>122,132</u>
	816,049	691,617
Permanent in nature		
Available to borrow for working capital as needed	<u>101,358</u>	<u>101,358</u>
Total	<u>\$ 917,407</u>	<u>\$ 792,975</u>

9. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$304,037 and \$305,200 during the years ended June 30, 2024 and 2023, respectively.

The Organization provides health insurance to its employees through a captive self-insurance plan. The Organization estimates and records a liability for claims incurred but not reported for employee health provided through the captive self-insured plan. The liability is estimated based on prior claims experience and the expected time period from the date such claims are incurred to the date the related claims are submitted and paid. Expenses related to the plan amounted to \$1,950,890 and \$2,113,735 for the years ended June 30, 2024 and 2023, respectively.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2024, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Financial Improvement Plan

The Organization incurred a deficiency of revenue over expenses of \$(3,849,320) and \$(2,438,915) for the years ended June 30, 2024 and 2023, respectively, and has negative working capital and limited days of cash and cash equivalents on hand at June 30, 2024. These factors raise substantial doubt regarding the Organization's ability to continue as a going concern through one year from December 3, 2024, which is the financial statements were available to be issued.

The Organization incurred a deficiency of revenue over expenses of \$(3,849,320) and \$(2,438,915) for the years ended June 30, 2024 and 2023, respectively, and has decreasing liquidity, resulting in draws on lines of credit, advances from vendors, negative working capital and failure to meet its debt covenants.

In the last quarter of fiscal year 2023 and throughout fiscal year 2024, the Organization underwent a conversion of its electronic health record. During the transition, provider productivity was reduced, and the revenue cycle team had limited resources to implement the new system as well as keep existing collection efforts current. The Organization also suffered staffing vacancies and increased revenues anticipated from an increase in reimbursement rates effective October 1, 2024 were not realized due to approximately 1,000 Medicaid patients being disenrolled from the program due to the end of Public Health Emergency.

These factors have raised concerns about the Organization's ability to meet its financial obligations due within one year after the issuance of these financial statements.

Plans to Alleviate Substantial Doubt

To address these challenges, management has initiated several strategic projects:

Revenue Enhancement Strategies: Increased provider staffing, improvements provider productivity and increased visit volumes resulting in a projected 9% increase in medical visits and 61% increase in behavioral health visits. Management has also implemented a strategy to minimize missed appointments. These initiatives combined with a full year of the higher Medicaid reimbursement rate are projected to increase revenue (net of increased direct care staffing costs) by approximately \$2,500,000 in 2025.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2024 and 2023

Cost Reduction Initiatives: Termination of certain occupancy and parking leases, outsource IT, and strategic staffing reductions. These initiatives are estimated to reduce expenses by approximately \$495,000 annually.

Medicaid Enrollment: Management is implementing a program to assist uninsured patients with enrollment in Medicaid and marketplace health plans which is estimated to increase revenue by approximately \$250,000. A local hospital will be providing a contribution to the Organization to support the salary of two positions dedicated to this project for six months.

Liquidity Management: Engaging in negotiations with new and existing financial institutions for refinance of existing debt and line of credit. Management expects to reach favorable terms to maintain liquidity and avoid near-term repayment obligations. Additionally, during 2023 the Organization filed for tax credits under the Employee Retention Credit (ERC) program, which is a refundable tax credit for business and tax-exempt organizations that had employees and were affected during the COVID-19 pandemic. Eligibility for the ERC involves complex rules about full or partial suspension of operations due to government orders. Actual payment from the ERC and the timing of payment is uncertain due to increased scrutiny by the Internal Revenue Service of ERC claims.

Status

In September 2024, the Organization was awarded a \$1,952,458 grant from the State of New Hampshire, Department of Health and Human Services, to assist with stabilizing operating losses experienced due to the impacts of increased uncompensated care related to the end of continuous Medicaid coverage under the Public Health Emergency to support access for those individuals who require continuation of services. The Organization used a portion of these funds to fully repay the line of credit and make payments to vendors.

As of the date of this report, all projects mentioned above have been initiated. The 2025 operating budget is projecting a breakeven. Operating results for the four months ended October 31, 2024 also reflects a breakeven and visit volumes are tracking 2.5% higher than budgeted volumes.

Conclusion

Management believes these strategic initiatives will mitigate the conditions that raised substantial doubt. Based on forecasts and cash flow projections reflecting these plans, management has concluded that substantial doubt about the Organization's ability to continue as a going concern has been alleviated for one year from December 3, 2024, the date the financial statements were issued.

SUPPLEMENTARY INFORMATION

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
<u>U.S. Department of Health and Human Services</u>				
<u>Direct</u>				
Health Center Program Cluster				
Community Health Centers	93.224		\$ 1,466,640	\$ -
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,282,617	-
COVID-19 Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		28,241	-
Total AL 93.527			2,290,858	-
Total Health Center Program Cluster			3,757,498	-
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092		59,042	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		76,409	5,065
FIP Verification	93.526		168,191	-
<u>Passthrough</u>				
<u>State of New Hampshire Department of Health and Human Services</u>				
Family Planning Services	93.217	1069352	77,425	-
<u>YWCA New Hampshire</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	H79FG000828	113,202	76,201
<u>Mental Health Center of Greater Manchester</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	21,067	-
Total AL 93.243			134,269	-
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Immunization Cooperative Agreements	93.268	n/a	127,758	-
<u>State of New Hampshire Department of Health and Human Services</u>				
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	NU90TP922144	530,048	-
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031/ N90CA1858	150,938	4,997
<u>JSI Research and Training Institute, Inc.</u>				
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	90577170	5,000	-
Total AL 93.391			155,938	4,997
<u>State of New Hampshire Department of Health and Human Services</u>				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP008298	68,600	-
<u>State of New Hampshire Department of Health and Human Services</u>				
477 Cluster				
Temporary Assistance for Needy Families	93.558	157274-B001/90080206	26,172	-
<u>Catholic Medical Center</u>				
Medicaid Cluster				
Medical Assistance Program	93.778	NH20164	974	-
<u>Bi-State Primary Care Association, Inc.</u>				
Opioid STR	93.788	n/a	60,045	-
Opioid STR	93.788	n/a	145,367	-
Total AL 93.994			205,412	-

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended June 30, 2024

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Subrecipients</u>
<u>State of New Hampshire Department of Health and Human Services</u>				
Maternal and Child Health Services Block Grant to the States	93.994	1062420	352,991	
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/ 93001000	245,449	
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/ 93001000	133,750	
Total AL 93.994			732,190	
Total U.S. Department of Health and Human Services			6,119,926	86,263
<u>U.S. Department of Housing and Urban Development</u>				
<u>Passthrough</u>				
<u>City of Manchester, New Hampshire</u>				
Lead Hazard Reduction Demonstration Grant Program	14.905	n/a	2,988	
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218	210724C	47,000	
Total U.S. Department of Housing and Urban Development			49,988	
<u>U.S. Department of Justice</u>				
<u>Passthrough</u>				
<u>State of New Hampshire Department of Justice</u>				
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	n/a	239,872	97,360
<u>U.S. Department of Treasury</u>				
<u>Passthrough</u>				
<u>City of Manchester, New Hampshire</u>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	#212422 ARPA	162,934	29,246
<u>City of Manchester, New Hampshire Police Department</u>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	#410222 ARPA	379,006	191,486
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	15,029	
Total AL 21.027			556,969	220,732
Total Expenditures of Federal Awards, All Programs			\$ 6,966,755	\$ 404,355

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

1. Summary of Significant Accounting Policies

Expenditures reported in the Schedule of Expenditures of Federal Awards (Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Amoskeag Health (the Organization) has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Organization. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Amoskeag Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amoskeag Health (the Organization), which comprise the balance sheet as of June 30, 2024, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 3, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors
Amoskeag Health

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR THE MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Amoskeag Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Amoskeag Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Board of Directors
Amoskeag Health

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
Amoskeag Health

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024

AMOSKEAG HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

☐ Yes ☒ No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

☐ Yes ☒ None reported

Noncompliance material to financial statements noted?

☐ Yes ☒ No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

☐ Yes ☒ No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

☐ Yes ☒ None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of major programs:

Assistance Listing Number

Name of Federal Program or Cluster

Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

☒ Yes ☐ No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

Amoskeag Health BOD

Name	Board Role
Anna Hamel	Director
Angella Chen-Shadeed	Director
Dawn McKinney	Director
Debra (Debbie) Manning	Vice Chair
Jamie Pike	Director
Jill Bille	Director
Karine Jacques-Batu	Director
Karen Schoch	Director
Madhab Gurung	Director
Normand Fortin	Director
Obhed Giri	Secretary
Oreste "Rusty" Mosca	Director
Richard Elwell	Treasurer
Dr. Steven Paris	Director
Thomas Lavoie	Chair
Timothy Donovan	Director
Vanessa Maradiaga	Director

MAUREEN A. CASSIDY, MSN, RN

SUMMARY OF SKILLS

Compassionate and dedicated Registered Nurse with 25 + years of successful experience in the health care industry. Exceptional clinical, didactic, and leadership skills. Successful in managing time, prioritizing tasks, and exercising the sound judgment required to improve the quality of patient care. Currently seeking a senior management position which will effectively utilize all acquired skills, abilities and areas of knowledge.

EMPLOYMENT HISTORY

Beth Israel Deaconess Medical Center, Boston, MA

Director of Nursing, Health Care Associates-Primary Care

October, 2019 – June, 2021

- Oversight of the largest Primary Care practice (50,000 patients) on the Boston Campus.
- Oversight of Clinical Services team. Responsible for 60 FTEs.
- Oversight of the Advanced Practice Providers- HCA. Responsible for 10 FTEs.
- Oversight of the High- Risk Care Management team. Responsible for 8 FTEs.
- Oversight of the BIDMC Anticoagulation Medical service. Responsible for 6 FTEs.
- Accountable Nurse Leader of BIDMC Palliative Care service. Responsible for 10 FTEs.
- Created and implemented the BIDMC HCA Transitional Care Management program.
- Oversight of the BIDMC HCA Transitional Care team. Responsible for 8 FTEs.
- Implemented Heart Saver Program for Medical Assistants and Front Office personnel.
- Assisted in the creation, implementation and oversight of the BIDMC Acute Respiratory Care Unit (ARCU) in response to the Covid 19 Pandemic.

Lakes Region General Health Care, Laconia, NH

Director of Patient Care Services and Clinical Education

September, 2018 – August, 2019

- Oversight and coordination of the daily operations of all inpatient care services provided by LRGHealthcare (Lakes Region General Hospital and Franklin Region General Hospital). Total number of Inpatient beds equal to 99 on the Lakes Campus. Total number beds equal to 21 inpatient beds at Franklin Region (Critical Access hospital).
- Oversight of the daily operations of Respiratory Services. Responsible for 24 FTEs.
- Oversight of the daily operations of the Clinical Education department. Responsible for 10 FTEs.
- Oversight of all Inpatient Nurse Managers, oversight of Critical Care units, Medical Surgical Units and Behavioral Medicine.
- Oversight of the daily operations of the Ambulatory Hematology-Oncology unit and Infusion-Transfusion Unit. Responsible for 15 FTEs.
- Oversight of competencies for all RNs in the Practice Management of LRGHealthcare.
- Created and implemented Safety Companion role and program to ensure the safety of high risk patients.

- Created an LNA Apprentice program in collaboration with Lakes Region Community College. Initial class scheduled for spring, 2019.
- Created RN Preceptorship program and successfully instituted a Preceptor Differential policy.
- Responsible for nursing policies and advancing strategic goals of Nursing.
- Serves as a role model of clinical excellence and demonstrates current technical and therapeutic skills applicable to appropriate patient populations.

Lakes Region General Health Care, Laconia, NH
Director of Obstetrics and Respiratory Care Services

October, 2016 - present

- 280 -300 deliveries per year.
- Responsible for eight LDRPs, two triage beds, one OR suite, and a Level one Nursery.
- Responsible for the Childbirth Education program and the Lactation division.
- Responsible for two Respiratory divisions and two Pulmonary Function Labs.
- Responsible for departments on two campuses.
- Total budget responsibility for six cost centers.
- Initiated cost saving measures and implemented LEAN projects in all assigned departments. Saved two million dollars from annual budget.
- Improved staffing models in all assigned departments.
- Implemented Team STEPPs, Unit Based Practice Councils, and shared decision-making.
- Achieved 95% success rate for nurse certification in the S.T.A.B.L. E Program.
- Achieved 95% success rate for nurse certification in PCEP.
- Achieved 100% success rate for Respiratory therapist in the certification of NRP.
- Initiated an education collaborative with LRGH emergency department, community EMS, Family Birth Place and Respiratory therapy.

Lowell General Hospital, LOWELL, MA

Charge Nurse, Woman's Health Obstetrical and Gynecological Group

April, 2015- October, 2016

- Functions as full-time Registered Nurse in a multi-cultural outpatient setting.
- Collaborates with physicians, certified nurse midwives, ancillary departments and executive management to ensure optimal patient care.
- Functions as Charge Nurse of two ambulatory care practices.
- Assists in supervising Medical Assistants, Front Office and Billing departments.
- Conducts prenatal patient care and education.
- Triage's patient phone calls.
- Maintains and completes all necessary charting via electronic documentation.

Massachusetts Institute of Technology, Cambridge, MA

Registered Nurse, MIT Medical Obstetrical and Gynecological Group

November, 2014-March, 2015.

- Functioned as full-time Registered Nurse in a multi-cultural campus setting.

- Collaborated with physicians, certified nurse midwives, ancillary departments and executive management to ensure optimal patient care
- Conducted all prenatal patient assessment, initial practice visits and education.
- Triage patient phone calls.
- Maintained and completed all necessary charting via electronic documentation.

Brigham and Women's Hospital, Boston, MA

Registered Nurse, Brigham and Women's Obstetrical and Gynecological Group

June 2007 – November 2012

- Functioned as full-time Registered Nurse in ambulatory practice.
- Collaborated with physicians, ancillary departments and executive management to ensure optimal patient care.
- Assisted in the opening of new satellite practice in Foxboro, MA.
- Implemented telephonic prenatal assessment option.
- Conducted prenatal patient assessments, education, and initial practice visits.
- Maintained and completed all necessary charting via electronic documentation.
- Conducted monthly audits of patient charts to ensure compliance with Joint Commission's regulations.

Winchester Hospital, Winchester, MA

April, 2002- June 2007

Registered Nurse, Maternal-Child Unit

- Functioned as primary nurse on 28-bed unit.
- Proficient in Mother/Baby couplet care, newborn medication administration, newborn assessment/daily care, and care of prenatal, antepartum, and postpartum mother.
- Completed training as charge nurse of Newborn nursery and Post-Partum units.
- Completed cross-training to Labor & Delivery in September, 2006.
- Completed cross-training to Special Care nursery in March, 2007.
- Worked as a designated Magnet Champion.
- Assisted in successfully obtaining Magnet accreditation to the first community hospital in Massachusetts.

Mount Auburn Hospital, Cambridge, MA

November, 1999-April, 2002

Endoscopy Nurse, Endoscopy Unit

- Trained to assist Gastroenterologists during colonoscopy, endoscopy, flexible sigmoidoscopy, and bronchoscopy procedures.
- Responsible for obtaining accurate health assessments.
- Proficient in intravenous line insertion.
- Trained in administering conscious sedation therapy.

Beth Israel Deaconess Medical Center, Boston, MA

April, 1999-November, 1999

Clinical Nurse

- Functioned as primary nurse and associate nurse on a 36-bed Medical/Surgical Unit.

- Provided culturally sensitive care to a diverse population with a wide range of illness, including HIV, substance abuse, and Alzheimer's disease.
- Maintained communication with members of the multidisciplinary team regarding unit operations and patient care issues.
- Obtained knowledge regarding administering chemotherapeutic agents and computerized documentation.

Cambridge Hospital, Cambridge, MA

November, 1995-April, 1999

Clinical Nurse

- Functioned as primary and associate nurse on a 29-bed Medical/Surgical Unit.
- Developed individualized nursing care plans based on functional health assessment.
- Functioned as preceptor for nursing students.
- Trained peers in using computerized nursing documentation.
- Participated in development of the computerized nursing documentation system.

VNA Care Network, Inc.

June, 1997-November, 1998

Hospice Nurse

- Functioned as member of interdisciplinary team that provided continuum of care for patients with life-limiting illnesses in their homes.
- Trained in pain management, symptom control, and Hospice Care.
- Provided care for patients and their families, focusing on comfort and management of physical, emotional, and spiritual needs.

EDUCATION

Chamberlain College of Nursing

July, 2011- December, 2013

- Masters of Science in Nursing, Nurse Executive concentration
- Graduated Magna Cum Laude
- Completed full semester of Leadership preceptorship at Exeter Hospital, Exeter, New Hampshire
- Developed the Just Culture education for Nursing Directors and managers at Exeter Hospital and assisted in the implementation in the Nursing Peer review process
- Assisted Exeter Hospital in successfully achieving initial Magnet accreditation

Chamberlain College of Nursing

September, 2008- October, 2009

- Bachelors of Science in Nursing
- Achieved President's Honors

Somerville Hospital School Of Nursing

September, 1991-June, 1995

- Completed diploma program, pre-licensure coursework

PROFESSIONAL CERTIFICATIONS, MEMBERSHIPS, AND LICENSURES

- Current RN licensure in Massachusetts and New Hampshire

- BLS and AED certified (9/30/2013 to present)
- Neonatal Resuscitation (9/10/2017 to present)
- S.T.A.B.L.E Transport program certification (7/2016 to present)
- Member of Association of Women's Health, Obstetrical and Neonatal Nurses (3/2007 to present).
- Completed full semester of Leadership preceptorship at Exeter Hospital, Exeter, New Hampshire
- Member of the Massachusetts Nurse Association (6/2008 to 6/2012).
- Basic Fetal Monitoring training and certification (6/2007).
- Advanced Fetal Monitoring training and certification (6/2007).
- Multiple breastfeeding education activities completed (4/16/2002-6/2/2007)

REFERENCES

References available upon request

Jessica Duchano-Ader, MSN, RN

Education

Western Governors University Master of Science Nursing: Leadership and Management 2019

Western Governors University Bachelor of Science, Nursing 2018

St. Joseph School of Nursing LPN-ASN program April 2017- Valedictorian

Granite State College Bachelor of Science, Health Care Management 2016 Graduated Summa Cum Laude

New Hampshire Technical Institute Associates of Health Science 2013

Work Experience

RN

Amoskeag Health, Manchester, NH May 2020-present

- o Clinical Manager

Oversight of more than 30 direct reports including Medical Asstssstants, Nurses, Unit Secretaries and Health Screenrs in a busy FQHC. Duties include scheduling, development of workflows and patient care policies, mentoring, coaching and disciplinary actions, oversight of clinical operations. Responsible for education of staff and teaching and monitoring of COVID testing policies and procedures in accordance with upto date CDC and DHHS recommendations.

Southern NH Medical Center Nashua, NH April 2018-June 2020

- o LDRP Nurse

Management of the Ante, Intra and post partum patient. Eat Sleep Console NAS mangment Champion for Maternal Child Health Division.

Parkland Medical Center Derry, NH July 2017-December 2018

- o Pediatric Nurse, Women's and Children's / Surgical Specialty Unit

Acute Care hospital unit specializing in the care of Pediatrics, obstetrical, post-operative breast, gynecological, and orthopedic surgical specialty patients across the life span.

LPN

Health Care Resource Center Hudson, NH 2014- 2017,

- o Nurse

Methadone maintenance outpatient treatment program focused on treatment of those with substance use disorder and opioid dependence. Duties include: Education of patients on disease process and medication action, harm reduction, admission and intake assessments. Responsible for training new nurses. Also functioned as the pregnancy coordinator, ensuring that all pregnant patients are being followed closely to help maintain their sobriety. Back up to nursing supervisor as needed.

Hackett Hill Skilled Nursing Facility Manchester, NH 2010-2013, Floor Nurse

- o Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the rehabilitative nursing process on a 35-bed skilled rehabilitation unit, including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

Bedford Hills Skilled Nursing Facility, Manchester NH 2006-2010

o Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the rehabilitative nursing process on a 38-bed skilled rehabilitation unit, including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

MAS Medical Staffing Manchester, NH 2005-2010

o Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the nursing process on skilled rehabilitation units and Long-Term Care. Including medication and IV administration, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy, and IV therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, IV sites, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned. Per diem assignments to fill facility staffing needs,

Epsom Health Care Center Epsom, NH 2005-2006

o Long Term Care and Skilled Nursing-Floor Nurse

Participate in all aspects of the nursing process on skilled rehabilitation units and Long-Term Care. Including medication, focused and in-depth patient assessments, wound and surgical incision care using aseptic technique, focused pain management, wound vac therapy. Responsible for accurate and concise documentation of care, including patient assessments, plan of care updates, surgical sites, education, and utilizing the whole client model of care. Provide in-depth patient teaching and education pertaining to heart disease prevention, diabetes management, insulin therapy, surgical wound care, safety guidelines, and nutrition. Responsible for overseeing staff members as assigned.

LNA

Concord Hospital Concord NH 2003-2005

o Family Place Labor & Delivery

LNA on a busy LDRP floor. Assisting RN as assigned with nursing care of Ante, Intra and Post-partum women and neonates.

Licenses and Certifications

Massachusetts Registered Nurse

New Hampshire Registered Nurse

New Hampshire Licensed Practical Nurse 2005-2018

New Hampshire IV Certification 2009

American Heart Association Basic Life Support for Health Care Providers 2001

Community Based Narcan Administration Trained

Pediatric Advanced Life Support

Neonatal Resuscitation Program

Crisis Prevention Intervention

Management of Aggressive Behaviors

Professional Membership

American Nurses Association

New Hampshire Nurses Association

Kristen (Kris) McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional experience

2013-Present: **President and CEO**- Amoskeag Health (Formerly Manchester Community Health Center)

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fundraising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.

- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.
- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc.,) to create public and professional understanding and support of the organization's objectives and activities.

2000-Present: **Director of Operations-** Amoskeag Health (Formerly Manchester Community Health Center), Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality-of-care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager-** Amoskeag Health (Formerly Manchester Community Health Center), Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor-** Amoskeag Health (Formerly Manchester Community Health Center), Manchester, NH. Provided crisis intervention to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who have fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Clinician I-** Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education

- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator-** River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor-** YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had perpetrated their sexual abuse.
- Children's Advocate: responsible for individual counseling, a children's support group, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

**Languages.
Spoken**

Spanish (Verbal and Written)

**Community
activities**

- ✦ Board of Directors, NH Minority Health Coalition 1999-2002
- ✦ Medical Interpretation Advisory Board 2002-2008
- ✦ Chair, Data Subcommittee: NH Health & Equity Partnership
- ✦ Diversity Task Force, State of NH DHHS 2002-Present
- ✦ Healthcare for the Homeless Advisory Board 2004-2012
- ✦ Volunteer: B.R.I.N.G. IT! Program (2009-2012)
- ✦ Adult Literacy Volunteer: 2009-2010
- ✦ Advisory Board: Nursing Diversity Pipeline
- ✦ Advisory Committee: HPOP (Health Professionals Opportunities Project)

**Interests and
activities**

I enjoy tennis, kayaking, hiking, reading, gardening, travel and family activities.

References

1. Gavin Muir, MD, CMO of Amoskeag Health (Colleague) (603) 935-5223
2. Greg White, CEO at Lamprey Health Care (Colleague) (603) 673-8873
3. Diane Fitzpatrick, CEO of Manchester Boys & Girls Club (Colleague) (603) 657-5233

J. Gavin Muir, M.D.

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Chief Medical Officer, Staff Physician September 2013 – present
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Quality Director, Staff Physician March 2011 – September 2013
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Medical Director, August 2000 – March 2011
Manage, schedule and supervise 11 providers. Co-chair Quality Improvement Committee.
Serve as provider staff liaison to MCHC Board and Senior Management.

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Staff Physician, August 1998 – August 2000

COLORADO MENTAL HEALTH INSTITUTE, Pueblo, CO
Medical Staff Physician, 1997 - 1998

PRO ACTIVE MEDICAL CENTER, Pueblo, CO
Medical Staff Physician, 1997 - 1998

SPECTRUM HEALTH CENTER, Colorado Springs, CO
Urgent Care Physician, 1997 – 1998

EDUCATION

SOUTHERN COLORADO FAMILY PRACTICE RESIDENCY, Pueblo, CO
Graduated Board Eligible, June 1998
Completed Advanced Training Track for high-risk and operative obstetrics

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. May 1995
Captain & President, Temple University School of Medicine Rugby Football Club

PRINCETON UNIVERSITY, Princeton, NJ
M.S. May 1991
Princeton University Rowing Eastern Sprints Champion 1988
Princeton University Rowing Henley Regatta Participant 1988

LICENSURE &

- New Hampshire State Medical License

**PROFESSIONAL
MEMBERSHIPS**

- The American Academy of Family Physicians, 1992 – present
- American Medical Association, 1991 – present
- New Hampshire Medical Society, 1998 – present

PERSONAL

Married. Three year old daughter. Enjoy camping, hiking, skiing and outdoor activities.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

Amoskeag Health

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Maureen Cassidy	Chief Nursing Officer/Chief Compliance Officer	\$0.00	\$174,455.63
Jessica Duchano-Ader	Manager - Nurse Specialty Services MSN	\$50,298.00	\$95,803.84
Kristen McCracken	President/CEO	\$0.00	\$241,557.26
Gavin Muir	Chief Medical Officer/Chief Quality Officer	\$0.00	\$334,644.36
		\$0.00	\$0.00
		\$0.00	\$0.00