

ARC  
18



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

Lori A. Weaver  
Commissioner

Patricia M. Tilley  
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

November 6, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Amoskeag Health (VC#157274), Manchester, NH, to continue to provide reproductive and sexual health services, by exercising a contract renewal option by extending the completion date from December 31, 2023 to June 30, 2025, and increasing the price limitation by \$247,077 from \$389,626 to \$636,703, effective January 1, 2024, upon Governor and Council approval. 67% Federal Funds. 33% General Funds.

The original contract was approved by Governor and Council on December 22, 2021, item #41C, and most recently amended with Governor and Council approval on July 27, 2022, item #15E.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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**

The purpose of this request is to ensure the continued support of reproductive and sexual health services for low-income individuals by supporting family planning clinical services, STI and HIV counseling and testing, cancer screening, and health education materials. The Department is requesting to extend this contract by exercising an available renewal option.

Approximately 600 individuals will be served during State Fiscal Years 2024 and 2025.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. By partnering with health centers located in urban areas, the Department ensures affordable access to reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care.

The Contractor will provide family planning and reproductive health services to individuals in need with a heightened focus on vulnerable and low-income populations including, but not limited to: the uninsured; underinsured; individuals who are eligible for and/or are receiving Medicaid services; adolescents; lesbian, gay, bisexual, transgender, and or questioning (LGBTQ) individuals; individuals in need of confidential services; individuals at or below federal poverty level; refugees; and individuals at risk of unintended pregnancy due to substance abuse.



The Department will continue to monitor services by measuring the percentage of:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program that were uninsured or 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 STD/HIV reduction education.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who received preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who were provided a most or moderately effective contraceptive method.

As referenced in P37, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement up to two (2) times for two (2) additional years each time, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year, six (6) months of the first available renewal option.

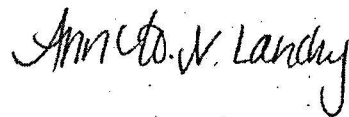
Should the Governor and Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this request could remove the safety net of services that improve birth outcomes, prevent unplanned pregnancy and reduce health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

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.217, FAIN FPHPA006511; Assistance Listing Number 93.558, FAIN 2301NHTANF.

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

Respectfully submitted,



for:

Lori A. Weaver  
Commissioner

**Reproductive and Sexual Health Services  
- Amendment #2**

**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 # FPHA006511 100% FEDERAL FUNDS**

Amoskeag Health (Vendor #157274)

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-500589	Grants for Pub Asst and Rel	90080206	\$ 32,308.00	\$ -	\$ 32,308.00
2023	074-500589	Grants for Pub Asst and Rel	90080017	\$ 22,070.00	\$ -	\$ 22,070.00
2023	074-500589	Grants for Pub Asst and Rel	90080206	\$ 71,251.00	\$ -	\$ 71,251.00
2024	074-500589	Grants for Pub Asst and Rel	90080206	\$ 38,864.00	\$ 38,864.00	\$ 77,728.00
2025	074-500589	Grants for Pub Asst and Rel	90080206	\$ -	\$ 77,728.00	\$ 77,728.00
<b>Subtotal</b>				\$ 164,493.00	\$ 116,592.00	\$ 281,085.00

**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	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	102-500731	Contracts for Prog Serv.	90080207	\$ 66,303.00	\$ -	\$ 66,303.00
2023	102-500731	Contracts for Prog Serv.	90080207	\$ 54,036.00	\$ -	\$ 54,036.00
2024	102-500731	Contracts for Prog Serv.	90080207	\$ 29,474.00	\$ 29,474.00	\$ 58,948.00
2025	102-500731	Contracts for Prog Serv.	90080207	\$ -	\$ 58,948.00	\$ 58,948.00
<b>Subtotal</b>				\$ 149,813.00	\$ 88,422.00	\$ 238,235.00

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES - DEHS, TEMPORARY ASSISTANCE TO NEEDY FAMILIES**  
**CFDA # 93.558, FAIN# 2301NHTANF 100% FEDERAL FUNDS**

Amoskeag Health (Vendor #157274)

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-500589	Grants for Pub Asst and Rel	45030203	\$ 35,594.00	\$ -	\$ 35,594.00
2023	074-500589	Grants for Pub Asst and Rel	45030203	\$ 25,705.00	\$ -	\$ 25,705.00
2024	074-500589	Grants for Pub Asst and Rel	45030203	\$ 14,021.00	\$ 14,021.00	\$ 28,042.00
2025	074-500589	Grants for Pub Asst and Rel	45030203	\$ -	\$ 28,042.00	\$ 28,042.00
<b>Subtotal</b>				\$ 75,320.00	\$ 42,063.00	\$ 117,383.00
<b>TOTAL</b>				\$ 389,626.00	\$ 247,077.00	\$ 636,703.00



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Reproductive and Sexual Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021 (Item #41C), as amended on July 27, 2022 (Item #15E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$636,703
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services to replace all references to Sexually Transmitted Diseases (STDs) with Sexually Transmitted Infections (STIs), except where in reference to document titles.
5. Modify Exhibit B, Scope of Services, Paragraph 2.11.1. to read:
  - 2.11.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable Federal and State guidelines, including the NH FPP Clinical Services Guidelines (Attachment 2 – Amendment #2).
6. Modify Exhibit B, Scope of Services, Paragraph 2.11.8. to read:
  - 2.11.8. The Contractor shall provide STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines in NH FPP Clinical Services Guidelines (Attachment 2 – Amendment #2).
7. Modify Exhibit B, Scope of Services, Paragraph 2.12.1. to read:
  - 2.12.1. The Contractor shall provide health information and educational materials in accordance with I&E Materials Review and Approval Policy (Attachment 3 – Amendment #2).
8. Modify Exhibit B, Scope of Services, Paragraph 2.12.3. to read:
  - 2.12.3. The Contractor must sign and return the I&E Materials Review and Approval Policy (Attachment 3 – Amendment #2). to the Department within thirty (30) days of Governor and Council approval of this Agreement.

Amoskeag Health

Contractor Initials



Date 10/25/2023

9. Modify Exhibit B, Scope of Services, Paragraphs 2.12.5. through 2.12.8. to read:

- 2.12.5. The Contractor shall establish an I&E Committee and Advisory Board comprised of individuals within the targeted population or/or communities for which the materials are intended. The I&E Committee and Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:
  - 2.12.5.1. Race;
  - 2.12.5.2. Color;
  - 2.12.5.3. National origin;
  - 2.12.5.4. People with disabilities;
  - 2.12.5.5. Sex, and
  - 2.12.5.6. Age.
- 2.12.6. The Contractor shall ensure the I&E Committee reviews all information and educational materials in accordance with the I&E Materials Review and Approval Process Policy (Attachment 3 – Amendment #2).
- 2.12.7. The Contractor shall ensure the Advisory Board assesses the Title X Reproduction and Sexual Health Program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with I&E Materials Review and Approval Policy (Attachment 3 – Amendment #2).
- 2.12.8. The Contractor shall ensure:
  - 2.12.8.1. The I&E Committee and Advisory Board meet two (2) times per year at a minimum.
  - 2.12.8.2. Health education and information materials are reviewed by the Advisory Board in accordance with I&E Materials Review and Approval Policy (Attachment 3 – Amendment #2).
  - 2.12.8.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.

10. Modify Exhibit B, Scope of Services, Subparagraph 2.13.2.3. to read:

- 2.13.2.3. Submit an updated Work Plan to the Department no later than August 31, 2024 for Year Three (3) of the Agreement.

11. Modify Exhibit B, Scope of Services, by adding Subparagraph 2.14.1.4. to read:

- 2.14.1.4. Submit a written response to site visit findings within sixty (60) days of the Site Visit Report being shared.

12. Modify Exhibit B, Scope of Services, Paragraphs 2.15.2. through 2.15.4. to read:

- 2.15.2. The Contractor shall ensure all family planning staff complete required trainings in accordance with the NH FPP Required Trainings (Attachment 9 – Amendment #2).
- 2.15.3. The Contractor shall ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools in accordance with NH FPP Clinical Services Guidelines (Attachment 2 – Amendment # 2).





- 2.15.4. The Contractor shall ensure all family planning clinical staff participate in the yearly Sexual Health webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:
    - 2.15.4.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
    - 2.15.4.2. Ensure clinical staff who did not attend the "live" webinar view a recording of the training within thirty (30) days of the release of the recorded "live" webinar, as available.
    - 2.15.4.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
  - 2.15.5. The Contractor shall keep and maintain staff training logs available to the Department upon request.
13. Modify Exhibit B, Scope of Services, Paragraphs 2.16.3. to read:
- 2.16.3. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Services – Amendment #2. The Contractor shall:
    - 2.16.3.1. Ensure staff unfamiliar with the NH Family Planning Program -data system currently in use by the NH Family Planning Program (FPP) attend a required orientation/training Webinar conducted by the Department's database Contractor.
    - 2.16.3.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 2.11.6 above.
    - 2.16.3.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this contract and maintain documentation verifying this requirement is met.
    - 2.16.3.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.
14. Modify Exhibit B, Scope of Services, Paragraphs 4.1.4. to read:
- 4.1.4. Collecting FPAR 2.0 Data Elements as required by the Office of Populations Affairs and the Department beginning January 1, 2022.
15. Modify Exhibit C Amendment #1, Payment Terms, Section 4, to read:
- 4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in Exhibits C-1, Budget through Exhibit C-9, TANF Budget (SFY 25) – Amendment #2.
16. Modify Exhibit C-3, Family Planning Budget (SFY 24) by replacing in its entirety with Exhibit C-3, FP Budget (SFY 24) – Amendment #2, which is attached here to and incorporated by reference herein.
17. Modify Exhibit C-6, TANF Budget (SFY 24) by replacing in its entirety with Exhibit C-6, TANF Budget (SFY 24) – Amendment #2, which is attached here to and incorporated by reference herein.
18. Add Exhibit C-8, FP Budget (SFY 25) – Amendment #2, which is attached hereto and incorporated by reference herein.



19. Add Exhibit C-9, TANF Budget (SFY 25) – Amendment #2, which is attached hereto and incorporated by reference herein.
20. Modify Attachment 2, NH FPP Clinical Services Guidelines by replacing in its entirety with Attachment 2, NH FPP Clinical Services Guidelines – Amendment #2, which is attached hereto and incorporated by reference herein.
21. Modify Attachment 3, I&E Materials Review and Approval Process Policy by replacing in its entirety with Attachment 3, I&E Materials Review and Approval Process Policy – Amendment #2, which is attached hereto and incorporated by reference herein.
22. Add Attachment 9, NH FPP Required Trainings – Amendment #2, which is attached hereto and incorporated by reference herein.

DS  




All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2024, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

10/27/2023

Date

DocuSigned by:

*Patricia Tilley*

024E5269862044E

Name: Patricia Tilley

Title: Director, Division of Public Health Services

Amoskeag Health

10/25/2023

Date

DocuSigned by:

*Kris McCracken*

C52A7833065F451

Name: Kris McCracken

Title: President/CEO

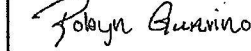
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/3/2023

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**Exhibit C-3, Family Planning Budget (SFY 24)  
- Amendment # 2**

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b> <i>Amoskeag Health</i>	
<b>Family Planning Budget</b>	
<b>Budget Request for:</b> <i>(Family Planning Title X: ALN 93.217, FAIN FPHPA006511 + General Funds)</i>	
<b>Budget Period</b> <i>07/01/2023 - 06/30/2024</i>	
<b>Indirect Cost Rate (if applicable)</b> <i>10.00%</i>	

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$84,759
2. Fringe Benefits	\$21,825
3. Consultants	\$1,800
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$500
5.(c) Supplies - Pharmacy	\$10,667
5.(d) Supplies - Medical	\$2,000
5.(e) Supplies Office	\$200
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$2,500
8. (c) Other - Other (specify below)	
<i>Subscriptions</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	\$124,251
<b>Total Indirect Costs</b>	\$12,425
<b>TOTAL</b>	<b>\$136,676</b>

Contractor Initial: DS

**Exhibit C-6, TANF Budget (SFY 24)  
- Amendment # 2**

<p><b>New Hampshire Department of Health and Human Services</b>                  Complete one budget form for each budget period.                  Contractor Name: <i>Amoskeag Health</i></p>	
<p>Budget Request for: <b>Temporary Assistance to Needy Families</b>                  (ALN 93.558, FAIN 2301NHTANF)</p>	
<p>Budget Period <i>07/01/2023 - 06/30/2024</i></p>	
<p>Indirect Cost Rate (if applicable) <i>10.00%</i></p>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,438
2. Fringe Benefits	\$2,945
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$250
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$1,000
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$5,000
8. (b) Other - Education and Training	\$4,860
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$25,493</b>
<b>Total Indirect Costs</b>	<b>\$2,549</b>
<b>TOTAL</b>	<b>\$28,042</b>

Contractor Initial: 

**Exhibit C-8, FP Budget (SFY 25)  
- Amendment # 2**


<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b> <u>Amoskeag Health</u>	
<b>Family Planning Budget</b>	
<b>Budget Request for:</b> <u>(Family Planning Title X: ALN 93.217; FAIN FPHPA006511 + General Funds)</u>	
<b>Budget Period</b> <u>07/01/2024 - 06/30/2025</u>	
<b>Indirect Cost Rate (if applicable)</b> <u>9.09%</u>	
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$88,040
2. Fringe Benefits	\$22,670
3. Consultants	\$1,800
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$500
5.(c) Supplies - Pharmacy	\$7,141
5.(d) Supplies - Medical	\$1,500
5.(e) Supplies Office	\$100
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$2,500
8. (c) Other - Other (specify below)	
<i>Subscriptions</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$124,251</b>
<b>Total Indirect Costs</b>	<b>\$12,425</b>
<b>TOTAL</b>	<b>\$136,676</b>

Contractor Initial: DS

**Exhibit C-9, TANF Budget (SFY 25)  
- Amendment # 2**

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b> <u>Amoskeag Health</u>	
<b>Budget Request for:</b> <u>Temporary Assistance to Needy Families</u> <u>(ALN 93.558, FAIN 2301NHTANF)</u>	
<b>Budget Period:</b> <u>07/01/2024 - 06/30/2025</u>	
<b>Indirect Cost Rate (if applicable)</b> _____	

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$8,808
2. Fringe Benefits	\$2,268
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$250
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$1,000
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$7,400
8. (b) Other - Education and Training	\$5,767
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$25,493</b>
<b>Total Indirect Costs</b>	<b>\$2,549</b>
<b>TOTAL</b>	<b>\$28,042</b>

Contractor Initial: 







**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

**Family Planning Clinical Services Guidelines**

**I. Overview of Family Planning Clinical Guidelines:**

**A. Title X Priority Goals:**

- 1.** To provide the highest quality family planning and related preventive health services that are consistent with nationally recognized standards of care, and in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.
- 2.** To ensure family planning services are equitable, client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed. Client-centered care is defined as care that is respectful of, and responsive to, individual client preferences, needs, and values. Client values should guide all clinical decisions. Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse patients.
- 3.** To provide access to a broad range of acceptable and effective medically approved family planning methods and services.

**B. Delegate Requirements:**

- 1.** Provide a broad range of acceptable and effective medically approved family planning and related and other preventive services including:
  - Comprehensive family planning services for clients who want to prevent pregnancy and space births including: client education and counseling; health history; physical assessment; laboratory testing;
  - Breast and cervical cancer screening as appropriate and per the national guidelines;
  - Assistance to achieving pregnancy;
  - Basic (Level 1) infertility services: provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral. *These services must be provided at the client's request;*
  - Pregnancy testing and counseling;
  - Adolescent-friendly health services;
  - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women  $\geq 25$  years of age;
  - Sexually transmitted infection (STI) and human immunodeficiency virus (HIV) services, including prevention education, testing, diagnosis, treatment and referral;
  - Other preconception health services
  - Provision and follow up of referrals as needed to address medical and social service needs.

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**
  - **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>)**
    - Update: Providing Quality Family Planning Services — Recommendations from CDC and the U.S. Office of Population Affairs, 2015  
(<https://www.cdc.gov/mmwr/volumes/65/wr/mm6509a3.htm>)
    - Update: Providing Quality Family Planning Services — Recommendations from CDC and the U.S. Office of Population Affairs, 2017  
(<https://www.cdc.gov/mmwr/volumes/66/wr/mm6650a4.htm>)
  - **With supporting guidelines from:**
    - Medical Eligibility Criteria for Contraceptive Use, 2016 (CDC):  
[https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s\\_cid=rr6503a1\\_w](https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s_cid=rr6503a1_w)
      - [Update to U.S. Medical Eligibility Criteria for Contraceptive Use, 2016: Updated Recommendations for the Use of Contraception Among Women at High Risk for HIV Infection | MMWR \(cdc.gov\)](https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s_cid=rr6503a1_w)
    - U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (CDC):  
<https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm>
      - [Update to U.S. Selected Practice Recommendations for Contraceptive Use: Self-Administration of Subcutaneous Depot Medroxyprogesterone Acetate | MMWR \(cdc.gov\)](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm)
    - Sexually Transmitted Infections Treatment Guidelines, 2021 (CDC):  
<https://www.cdc.gov/std/treatment-guidelines/default.htm>
    - Recommendations for Providing Quality STD Clinical Services (STD QC) 2020, CDC: <https://www.cdc.gov/std/qcs/default.htm>
    - Recommendations to Improve Preconception Health and Health Care—United States, 2006 (CDC): <https://www.cdc.gov/mmwr/PDF/rr/rr5506.pdf>
    - Recommendations of the U.S. Preventive Services Task Force  
<https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics>
      - Subscribe for Email Updates:  
<https://www.uspreventiveservicestaskforce.org/apps/subscribe.jsp>
      - Download USPSTF Recommendations App for Web and Mobile Devices:  
<https://www.uspreventiveservicestaskforce.org/apps/>
    - Clinical Guidelines from Other Professional Medical Associations:
      - American College of Obstetrics and Gynecology (ACOG):  
<https://www.acog.org/>
      - Bright Futures Guidelines/American Academy of Pediatrics:  
<https://brightfutures.aap.org/clinical-practice/Pages/default.aspx>
      - American Society for Reproductive Medicine: <https://www.asrm.org/>

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

- American Urological Association: <https://www.auanet.org/guidelines-and-quality/guidelines>American Society of Colposcopy and Cervical Pathology (ASCCP): <https://www.asccp.org/Default.aspx>
  - Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.
3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
- Substance Use Disorder
  - Behavioral Health
  - Immediate Postpartum
  - LARC Insertion
  - Primary Care Services
  - Infertility Services
4. **Assurance of confidentiality must be included for all sessions where services are provided.**

**New Hampshire Mandated Reporting Requirements**

As a mandated reporter, the legal requirement to report suspected abuse or neglect supersedes any professional duty to keep information about clients confidential. All delegate agency staff must be compliant with all applicable state laws regarding the mandatory reporting of child abuse, child molestation, sexual abuse, rape incest, or domestic violence.

- **Children Under 18:**
  - NH Law requires any person who suspects that a child under age 18 has been abused or neglected must report that suspicion immediately to DCYF. (NH RSA 169-C:29-31).
  - If a child tells you that they have been hurt or you are concerned that a child may be the victim of any type of abuse or neglect, you must call the Division for Children, Youth and Families (DCYF) Central Intake Unit at:
    - In-state: (800) 894-5533, or
    - Out-of-state: (603) 271-6562
    - The Intake unit is staffed 24 hours a day, including weekends and holidays. For immediate emergencies, please call 911.
    - More Information on Reporting Child Abuse:  
[https://www.dhhs.nh.gov/report-concern/report-child-abuse#:~:text=NH%20Law%20requires%20any%20person,C%3A29%2D31\).&text=The%20Intake%20unit%20is%20staffed,immediate%20emergencies%2C%20please%20call%20911](https://www.dhhs.nh.gov/report-concern/report-child-abuse#:~:text=NH%20Law%20requires%20any%20person,C%3A29%2D31).&text=The%20Intake%20unit%20is%20staffed,immediate%20emergencies%2C%20please%20call%20911)
- **Adults 18 years and older:**
  - The Adult Protection Law requires any person who has a reason to believe that a vulnerable adult has been subjected to abuse, neglect, exploitation, or self-neglect to make a report immediately to the Bureau of Elderly & Adult Services (BEAS) (NH RSA 161-F, 42-57).
  - To make a report:

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

- In-state: (800) 949-0470, or
- Out-of-state: (603) 271-7014

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive method(s).**
6. **Required Family Planning Staff Trainings: Refer to Appendix B Family Planning Training Plan**

**II. Family Planning Clinical Services**

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

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

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

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

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
  - a) Medical history

For females, and other clients who have a uterus:

- Menstrual history
- Gynecologic and obstetric history
- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or abortion
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

For males, and other clients who have a penis:

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- For clients in heterosexual partnerships, whether partner is currently pregnant or has recently had a child, miscarriage, or abortion
- The presence of any infectious or chronic health condition

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

- b) Pregnancy intention or reproductive life plan. Ask questions such as:
    - Do you want to become a parent someday?
    - Do you have any children now?
    - Do you want to have (more) children?
    - How many (more) children would you like to have and when?
  - c) Contraceptive experiences and preferences
  - d) Sexual health assessment including:
    - Sexual practices: types of sexual activity the client engages in.
    - History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
    - Pregnancy prevention: current, past, and future contraception options
    - Partners: number, gender, concurrency of the client's sex partners
    - Protection from STIs: condom use, monogamy, and abstinence
    - Past STI history in client & partner (to the extent the client is aware)
    - History of needle use (drugs, steroids, etc.) by client or partner(s)
3. Work with the client interactively to select the most suitable contraceptive method (Appendix A). Use a patient-centered decision-making approach in which the provider reviews medically appropriate methods in the context of the client's priorities.
- a) Ensure that the client understands:
    - Method effectiveness
    - Correct use of the method
    - Non-contraceptive benefits
    - Side effects
    - Protection from STIs, including HIV
  - b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
    - Social-behavioral factors
    - Intimate partner violence and sexual violence
    - Mental health and substance use behaviors

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. ([https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1\\_appendix.htm#T-4-C.1](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1) down).
5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of their chosen contraceptive method by using a:
  - a) Checkbox, Written statement, or Method-specific consent form;
  - b) Teach-back method to confirm client's understanding about risks and benefits, method use, and follow-up.
6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.
7. Counseling adolescent clients should include a discussion on:
  - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
  - b) Family involvement: encourage and promote communication between the adolescent and their parent(s) or guardian(s) about sexual and reproductive health
  - c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STIs

**A. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

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

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
  - a. Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options:
    - o Prenatal care and delivery
    - o Infant care, foster care, or adoption; and
    - o Abortion
  - b. If requested, provide options counseling which consists of information and counseling in a neutral manner with medically accurate information and nondirective counseling on each of the pregnancy options, and, referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling. For clients who are considering or choose to



**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations, such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.
3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
  - a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
    - Peak days and signs of fertility.
    - Penile-vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
    - Methods or devices that determine or predict ovulation.
    - Fertility rates are lower among clients with BMI outside of the normal range, and those who consume high levels of caffeine.
    - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.
4. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

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

1. For Clients at risk of becoming pregnant:
  - a) Counsel on the need to take a daily supplement containing folic acid
  - b) Discussion of reproductive life plan.
  - c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
  - d) Other screening services that include:
    - Obtain medical history
      - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
      - All prescription and nonprescription medications should be reviewed during pre-pregnancy counseling and teratogens should be avoided.
    - Screen for intimate partner violence
    - Screen for tobacco, alcohol, and substance use
    - Screen for immunization status
    - Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
    - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
    - Screen for hypertension by obtaining Blood Pressure (BP).

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

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

**D. Sexually Transmitted Infection Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):**

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

1. Assess client:
- a) Discuss client's reproductive life plan
  - b) Obtain medical history
  - c) Obtain sexual health assessment
  - d) Check immunization status
2. Screen client for STIs
- a. For clients who are able to become pregnant: test clients < 25 years of age and those high-risk clients ≥25 years of age yearly for chlamydia and gonorrhea
  - b. Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those with certain risk factors for HIV should be re-screened at least annually or per CDC Guidelines (<https://www.cdc.gov/hiv/testing/index.html>).
  - c. Provide additional STI testing as indicated and per the CDC Guidelines (<https://www.cdc.gov/std/treatment-guidelines/default.htm>)

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

- i. Syphilis
  1. Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis.
  2. Pregnant clients should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
- ii. Hepatitis C
- iii. CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.
3. Treat client and client's partner(s) through expedited partner therapy (EPT) (<https://www.cdc.gov/std/ept/default.htm>), if positive for STIs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STI Treatment Guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations (<https://www.dhhs.nh.gov/report-concern/infectious-disease-reporting-and-forms>).
  - a. EPT is legal in New Hampshire under NH Law RSA 141-C:15-A (<https://www.dhhs.nh.gov/sites/g/files/ehbenmt476/files/documents2/ept-healthcare.pdf>)
4. Provide STI/HIV risk reduction counseling.

**III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):**

- A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:**
- Medical History
  - Cervical Cytology and HPV vaccine
  - Clinical Breast Examination or discussion
  - Mammography
  - Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

**IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and US OPA, 2014: pp 22- 23):**

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

**V. Guidelines for Other Medical Services**

**A. Postpartum Services**

## **Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2**

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

### **B. Permanent Contraception Services**

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) (<https://www.ecfr.gov/cgi-bin/text-id.x?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp42.1.50.b>) must be followed if permanent contraception services are offered.

### **C. Minor Gynecological Problems**

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

### **D. Genetic Screening**

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

## **VI. Referrals**

Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care.

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

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on their responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

## **VII. Emergencies**

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

## **VIII. Resources**

### **Contraception:**

- US Medical Eligibility for Contraceptive Use, 2016  
[https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s\\_cid=rr6503a1\\_w](https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s_cid=rr6503a1_w)
  - Update to U.S. Medical Eligibility Criteria for Contraceptive Use, 2016: Updated Recommendations for the Use of Contraception Among Women at High Risk for HIV Infection | MMWR (cdc.gov)
  - Available as a mobile app:  
<https://www.cdc.gov/reproductivehealth/contraception/contraception-app.html>
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016.  
<https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm>
  - Update to U.S. Selected Practice Recommendations for Contraceptive Use: Self-Administration of Subcutaneous Depot Medroxyprogesterone Acetate | MMWR (cdc.gov)
  - Available as a mobile app:  
<https://www.cdc.gov/reproductivehealth/contraception/contraception-app.html>
- Bedsider Providers: <https://providers.bedsider.org/>
- “Emergency Contraception,” *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2022). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception>
- Emergency Contraception FAQs (ACOG) <https://www.acog.org/womens-health/faqs/emergency-contraception>
- “Long-Acting Reversible Contraception: Implants and Intrauterine Devices,” ACOG Practice Bulletin Number 186, November 2017 (Reaffirmed 2021). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices>
- Long-Acting Reversible Contraception (LARC) Quick Coding Guide (ACOG)  
<https://www.acog.org/practice-management/coding>
- Contraceptive Technology, Hatcher, et al. 21<sup>st</sup> Revised Edition.  
<http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey. 17<sup>th</sup> Edition.
- Condom Effectiveness (CDC) <http://www.cdc.gov/condomeffectiveness/index.html>
- Reproductive Health National Training Center (RHNTC): <https://rhntc.org/>

## **Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2**

- Contraceptive Counseling and Education eLearning: <https://rhntc.org/resources/contraceptive-counseling-and-education-elearning>
- Efficient Questions for Client-Centered Contraceptive Counseling Palm Card: <https://rhntc.org/resources/efficient-questions-client-centered-contraceptive-counseling-palm-card>
- Birth Control Methods Options Chart: <https://rhntc.org/resources/birth-control-methods-options-chart>

### **Preventative Care**

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>
  - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. <http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html>
- Cervical Cancer Screening Guidelines (Updated April 2021): <https://www.acog.org/clinical/clinical-guidance/practice-advisory/articles/2021/04/updated-cervical-cancer-screening-guidelines>
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>
  - 2019 ASCCP Risk-Based Management Consensus Guidelines for Abnormal Cervical Cancer Screening Tests and Cancer Precursors: <https://www.acog.org/clinical/clinical-guidance/practice-advisory/articles/2020/10/updated-guidelines-for-management-of-cervical-cancer-screening-abnormalities>
  - Management of Abnormal Vaginal Cytology and HPV Tests (February 2020): <https://www.asccp.org/pearl1>
  - **Mobile app: Abnormal pap management:** <https://www.asccp.org/mobile-app>
- “Breast Cancer Risk Assessment and Screening in Average-Risk Women,” ACOG Practice Bulletin Number 179, July 2017 (Reaffirmed 2021). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women>

### **Adolescent Health**

- American Academy of Pediatrics (AAP), Bright Futures <https://www.aap.org/en/practice-management/bright-futures>
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>
- American Academy of Pediatrics (AAP)



**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

- Policy Statement: “Contraception for Adolescents,” October, 2014 (reaffirmed August 2021). <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017; 140:3.  
<https://publications.aap.org/pediatrics/article/140/3/e20172274/38291/Options-Counseling-for-the-Pregnant-Adolescent?searchresult=1>
- Mandated Reporting (Reproductive Health National Training Center)  
<https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire>
- Know & Tell, Information and trainings on child abuse and neglect, including NH mandated reporting requirements: <https://knowandtell.org/>

**Sexually Transmitted Diseases**

- STI/HIV Resources for HealthCare Providers (NH DHHS): <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/sexually-transmitted-infections-1#:~:text=In%20NH%2C%20healthcare%20providers%20can,Expedited%20Partner%20Therapy%2C%20or%20EPT.>
- STI/STD Treatment and Screening Guidelines (CDC): <http://www.cdc.gov/std/treatment/>
- Recommendations for Providing Quality STD Clinical Services (STD QCS) (CDC): <https://www.cdc.gov/std/qcs/default.htm>
  - Available as a mobile app: <https://www.cdc.gov/mobile/mobileapp.html>
- Expedited Partner Therapy (CDC): <https://www.cdc.gov/std/ept/default.htm>
- HIV/AIDS Info for Health Professionals (National Institutes of Health): <https://oar.nih.gov/hiv-resources/health-professionals>
- Sexually Transmitted Infections Services eLearning (RHNTC): <https://rhntc.org/resources/sexually-transmitted-infections-services-elearning>
- National STD Curriculum: <https://www.std.uw.edu/>
- National Network of STD Clinical Prevention Training Centers: <https://nnptc.org/>

**Pregnancy testing and counseling/Early pregnancy management**

- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017; 140:3.  
<https://publications.aap.org/pediatrics/article/140/3/e20172274/38291/Options-Counseling-for-the-Pregnant-Adolescent?searchresult=1>
- Reproductive National Training Center (RHNTC): <https://rhntc.org/>

## **Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2**

- Pregnancy Testing and Counseling eLearning: <https://rhntc.org/resources/pregnancy-testing-and-counseling-elearning>
- Adoption as an Option in Family Planning Settings Webinar: <https://rhntc.org/resources/adoption-option-family-planning-settings-webinar>
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9: <https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition>
- Early pregnancy loss. ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018; 132:e197–207. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss>

### **Fertility/Infertility Counseling and Basic Workup**

- Reproductive National Training Center (RHNTC): <https://rhntc.org/>
  - Support for Achieving a Healthy Pregnancy eLearning: <https://rhntc.org/resources/support-achieving-healthy-pregnancy-elearning>
  - Basic Infertility Protocol Job Aid: <https://rhntc.org/resources/basic-infertility-protocol-job-aid>
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>
  - Practice Committee Documents: <https://www.asrm.org/news-and-publications/practice-committee-documents/>
  - Optimizing natural fertility: a committee opinion. Fertil Steril, 2022; 117, 53-63. [https://www.asrm.org/globalassets/asrm/asrm-content/news-and-publications/practice-guidelines/for-non-members/optimizing\\_natural\\_fertility.pdf](https://www.asrm.org/globalassets/asrm/asrm-content/news-and-publications/practice-guidelines/for-non-members/optimizing_natural_fertility.pdf)
  - [https://www.asrm.org/globalassets/asrm/asrm-content/news-and-publications/practice-guidelines/for-non-members/diagnostic\\_evaluation\\_of\\_the\\_infertile\\_female.pdf](https://www.asrm.org/globalassets/asrm/asrm-content/news-and-publications/practice-guidelines/for-non-members/diagnostic_evaluation_of_the_infertile_female.pdf)

### **Preconception Visit**

- Recommendations to Improve Preconception Health and Health Care—United States, 2006 (CDC): <https://www.cdc.gov/mmwr/PDF/rr/rr5506.pdf>
- ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. <https://www.acog.org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling>
- Reproductive Health National Training Center (RHNTC) Preconception Counseling Checklist: <https://rhntc.org/resources/preconception-counseling-checklist>

### **Health Equity**

- Structures & Self: Advancing Equity and Justice in SRH (Innovating Education in Reproductive Health): <https://www.innovating-education.org/2019/10/structures-self-advancing-equity-and-justice-in-srh/>

## Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2

- Patient Experience Improvement Toolkit (RHNTC): <https://rhntc.org/resources/patient-experience-improvement-toolkit>

### Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at <http://www.acog.org>
  - ACOG Clinical Subscription includes clinical guidance, including full access to ACOG's Practice Bulletins and the bi-monthly monograph series, Clinical Updates for Women's Health. [https://www.acog.org/store/products/clinical-resources/acog-clinical-subscription?utm\\_source=vanity&utm\\_medium=web&utm\\_campaign=subscribe](https://www.acog.org/store/products/clinical-resources/acog-clinical-subscription?utm_source=vanity&utm_medium=web&utm_campaign=subscribe)
- American Cancer Society <http://www.cancer.org/>
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>
- Centers for Disease Control & Prevention A to Z Index: <http://www.cdc.gov/az/b.html>
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. <http://www.whijournal.com/>
- American Medical Association, Information Center <https://www.ama-assn.org/>
- US DHHS, Health Resources Services Administration (HRSA) <https://www.hrsa.gov/>
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>
- NH Human Trafficking Collaborative Task Force: <https://www.nhhumantraffickingtaskforce.com>

### Title X Resources

- Office of Population Affairs: <https://opa.hhs.gov>
  - Title X Statutes, Regulations and Legislative Mandates <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>
  - Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition): <https://www.ecfr.gov/cgi-bin/text-idx?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp4.2.1.50.b>
- Reproductive Health National Training Center (RHNTC): <https://rhntc.org/>
- Clinical Training Center for Sexual and Reproductive Health (CTCSRH): <https://ctcsr.org/>

**Subscribe to the Family Planning Post; a quarterly newsletter for the NH FPP network that includes family planning information, education, and professional development and training opportunities. Email [Brittany.A.Foley@dhhs.nh.gov](mailto:Brittany.A.Foley@dhhs.nh.gov) to subscribe.**

## Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2

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

### Appendix A

## The Typical Effectiveness of Food and Drug Administration-Approved Contraceptive Methods

# Birth Control Method Options



Clients considering their birth control method options should understand the range and characteristics of available methods. Providers can use this chart to help clients consider their birth control method options. Clients should also be counseled about their options for reducing risk of STIs.

METHOD	What is the risk for pregnancy?	How do you use this method?	How often is this used?	What are menstrual side effects?	Other possible side effects?	Other things to consider?
<b>FEMALE STERILIZATION</b>	5 out of 100	Surgical procedure	Once	No menstrual side effects	Pain, bleeding, risk of infection	Permanent
<b>MALE STERILIZATION</b>	15 out of 100	Surgical procedure	Once	No menstrual side effects	Pain, bleeding, risk of infection	Permanent
<b>LNG IUD</b>	2 out of 100	Placed inside uterus	Up to 7 years	Spotting, lighter or no periods		No estrogen May reduce cramps
<b>COPPER IUD</b>	8 out of 100	Placed inside uterus	Up to 10 years	May cause heavier, longer periods	Some discomfort with placement	No hormones May cause cramps
<b>IMPLANT</b>	.05 out of 100	Placed in upper arm	Up to 3 years	Spotting, lighter or no periods		No estrogen May reduce cramps
<b>INJECTABLES</b>	4 out of 100	Shot in arm, hip, or under the skin	Every 3 months	Spotting, lighter or no periods	May cause weight gain	No estrogen May reduce cramps
<b>PILL</b>	8 out of 100	Take by mouth	Every day at the same time	Can cause spotting for the first few months	Nausea, breast tenderness	May improve acne May reduce menstrual cramps
<b>PATCH</b>	9 out of 100	Put on skin	Weekly	Periods may become lighter	Risk for blood clots	Lowers ovarian and uterine cancer risk
<b>RING</b>	9 out of 100	Put in vagina	Monthly			
<b>DIAPHRAGM</b>	12 out of 100	Put in vagina with spermicide	Every time you have sex	No menstrual side effects	Allergic reaction, irritation	No hormones
<b>EXTERNAL CONDOM</b>	13 out of 100	Put over penis			Allergic reaction, irritation	No hormones No prescription
<b>VAGINAL GEL</b>	14 out of 100	Put in vagina			Allergic reaction, irritation	No hormones
<b>WITHDRAWAL</b>	20 out of 100	Pull penis out of vagina before ejaculation	Every time you have sex		No side effects	No hormones Nothing to buy
<b>INTERNAL CONDOM</b>	21 out of 100	Put in vagina		No menstrual side effects	Allergic reaction, irritation	No hormones No prescription
<b>SPONGE</b>	24 out of 100	Put in vagina				
<b>FERTILITY AWARENESS-BASED METHODS</b>	24 out of 100	Monitor fertility signs and abstain or use condoms on fertile days	Every day		No side effects	No hormones Increased awareness of fertility signs
<b>SPERMICIDES</b>	28 out of 100	Put in vagina	Every time you have sex		Allergic reaction, irritation	No hormones No prescription

\*The number of women out of every 100 who have an unintended pregnancy within the first year of use of each method. Other methods of birth control (1) Latex and non-latex condoms, (2) External and internal cervical diaphragms, (3) Fertility awareness-based methods, (4) Withdrawal, (5) Emergency contraception, (6) Spermicide, (7) Spermicide foam, (8) Spermicide gel, (9) Spermicide jelly, (10) Spermicide suppository, (11) Spermicide tablet, (12) Spermicide vaginal insert, (13) Spermicide vaginal tablet, (14) Spermicide vaginal suppository, (15) Spermicide vaginal tablet, (16) Spermicide vaginal suppository, (17) Spermicide vaginal tablet, (18) Spermicide vaginal suppository, (19) Spermicide vaginal tablet, (20) Spermicide vaginal suppository, (21) Spermicide vaginal tablet, (22) Spermicide vaginal suppository, (23) Spermicide vaginal tablet, (24) Spermicide vaginal suppository, (25) Spermicide vaginal tablet, (26) Spermicide vaginal suppository, (27) Spermicide vaginal tablet, (28) Spermicide vaginal suppository, (29) Spermicide vaginal tablet, (30) Spermicide vaginal suppository, (31) Spermicide vaginal tablet, (32) Spermicide vaginal suppository, (33) Spermicide vaginal tablet, (34) Spermicide vaginal suppository, (35) Spermicide vaginal tablet, (36) Spermicide vaginal suppository, (37) Spermicide vaginal tablet, (38) Spermicide vaginal suppository, (39) Spermicide vaginal tablet, (40) Spermicide vaginal suppository, (41) Spermicide vaginal tablet, (42) Spermicide vaginal suppository, (43) Spermicide vaginal tablet, (44) Spermicide vaginal suppository, (45) Spermicide vaginal tablet, (46) Spermicide vaginal suppository, (47) Spermicide vaginal tablet, (48) Spermicide vaginal suppository, (49) Spermicide vaginal tablet, (50) Spermicide vaginal suppository, (51) Spermicide vaginal tablet, (52) Spermicide vaginal suppository, (53) Spermicide vaginal tablet, (54) Spermicide vaginal suppository, (55) Spermicide vaginal tablet, (56) Spermicide vaginal suppository, (57) Spermicide vaginal tablet, (58) Spermicide vaginal suppository, (59) Spermicide vaginal tablet, (60) Spermicide vaginal suppository, (61) Spermicide vaginal tablet, (62) Spermicide vaginal suppository, (63) Spermicide vaginal tablet, (64) Spermicide vaginal suppository, (65) Spermicide vaginal tablet, (66) Spermicide vaginal suppository, (67) Spermicide vaginal tablet, (68) Spermicide vaginal suppository, (69) Spermicide vaginal tablet, (70) Spermicide vaginal suppository, (71) Spermicide vaginal tablet, (72) Spermicide vaginal suppository, (73) Spermicide vaginal tablet, (74) Spermicide vaginal suppository, (75) Spermicide vaginal tablet, (76) Spermicide vaginal suppository, (77) Spermicide vaginal tablet, (78) Spermicide vaginal suppository, (79) Spermicide vaginal tablet, (80) Spermicide vaginal suppository, (81) Spermicide vaginal tablet, (82) Spermicide vaginal suppository, (83) Spermicide vaginal tablet, (84) Spermicide vaginal suppository, (85) Spermicide vaginal tablet, (86) Spermicide vaginal suppository, (87) Spermicide vaginal tablet, (88) Spermicide vaginal suppository, (89) Spermicide vaginal tablet, (90) Spermicide vaginal suppository, (91) Spermicide vaginal tablet, (92) Spermicide vaginal suppository, (93) Spermicide vaginal tablet, (94) Spermicide vaginal suppository, (95) Spermicide vaginal tablet, (96) Spermicide vaginal suppository, (97) Spermicide vaginal tablet, (98) Spermicide vaginal suppository, (99) Spermicide vaginal tablet, (100) Spermicide vaginal suppository.

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

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

**Appendix B**

**Staff should complete one of the two following training plans, as applicable:**

**I. Annual Staff Training Plan** All staff that are not new to the Title X NH FPP must complete the training list on an annual basis, within the State Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). New staff are not required to follow this training plan until after their first year of employment when they have completed the *New Staff Training and Title X Orientation Plan*.

NH FPP Training Requirement	Training Details	Staff Required
Annual Title X Training	<p><b>Option 1 (recommended): Annual NH FPP Title X Live Webinar</b> The date of the webinar will be announced via email each year, and will cover several Title X required training topics as well as other NH FPP program-related items.</p> <p><b>Option 2: Title X Orientation Requirements for Title X Funded Family Planning Projects</b> (RHNTC Recorded Webinar) <a href="https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects">https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects</a></p>	All Title X Staff administrative, clinical, etc.
Client-centered Services and Health Equity in Sexual & Reproductive Health	<p>Title X Staff must complete one of the training options below:</p> <p><b>Option 1: Complete one of the options from the list below:</b></p> <ul style="list-style-type: none"> <li>• <i>Cultural Competency in Family Planning Care eLearning</i>; Time: 1.5 hours; continuing education available</li> <li>• <b>Language Access Trainings (must complete both):</b> <ol style="list-style-type: none"> <li>1.) <i>Language Access 101: Creating Inclusive Clinics Webinar</i>; Time: 30 minutes; continuing education available</li> <li>2.) <i>Working Effectively with Medical Interpreters eLearning</i>; Time: 30 minutes; continuing education available</li> </ol> </li> <li>• <i>Leadership for a Diverse and Inclusive Family Planning Organization</i>; Time: 1 hour</li> <li>• <i>Think Cultural: Culturally Competent Nursing Care Program</i>; continuing education available</li> <li>• <i>Structures and Self: Advancing Equity and Justice in SRH eLearning</i></li> </ul>	All Title X Staff administrative, clinical, etc.

**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

	<ul style="list-style-type: none"> <li>• <u>Trauma Informed Care in the Family Planning Setting Webinar</u>; Time: 1.5 hours</li> <li>• Complete any webinar in the <u>Putting the OFP into Practice eLearning Series</u></li> </ul> <p><b>Option 2:</b> Attend a related training opportunity shared or hosted by NH FPP staff during the year.</p> <p><b>Option 3:</b> Alternate trainings related to client-centered services and Health Equity may be used with pre-approval from NH FPP staff.</p>	
<p><b>Annual 340b Sexual Health Webinar</b></p>	<p>NH DHHS hosts an annual webinar event that covers a variety of sexual health topics, including NH STD surveillance updates. A save the date will be shared once it is available.</p> <p><i>At least 2 clinical Title X staff must attend the live webinar. All other clinical staff must watch the webinar recording within 30 days of it being made available. A sheet of staff signatures will be collected 30 days after the recording is made available.</i></p>	<p><b>All Clinical Title X Staff</b></p>
<p><b>NH Mandatory Reporting</b></p>	<p><b>State Fiscal Year 2024</b> Training on New Hampshire mandatory reporting is required of all Title X staff once during a two-year project period.</p> <p>Mandatory reporting trainings are available live and on-demand through Know &amp; Tell. To request a live training, or to view pre-recorded training options available, visit: <a href="https://knowandtell.org/">https://knowandtell.org/</a></p> <p><i>Alternate training options on mandatory reporting may be used, but must be New Hampshire-specific.</i></p> <hr/> <p><b>State Fiscal Year 2025</b> Complete each of the following:</p> <ol style="list-style-type: none"> <li>1.) <b>Review the following:</b> <u>Mandatory Child Abuse Reporting State Summary, New Hampshire</u></li> <li>2.) <b>Watch the following:</b> <u>Trauma-Informed Mandatory Child Abuse Reporting in a Family Planning Setting Video</u></li> </ol> <p><b>Additional Resources (optional):</b> <u>Identifying and Responding to Human Trafficking in Title X Settings, eLearning Course</u> <u>The Basics of Human Trafficking, guide</u></p>	<p><b>All Title X Staff administrative, clinical, etc.</b></p>



**Attachment 2, NH FPP Clinical Services Guidelines  
- Amendment #2**

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

**II. New Staff Training and Title X Orientation Plan**

All staff new to Title X and the NH FPP must complete the training list as soon as possible, or at least by the deadline outlined in the training plan below. Online training options are provided so new staff can complete as their schedule allows.

NH FPP Training Requirement	Training Details	Staff Required	Timeline
<b>Title X Orientation eLearning</b>	<p><u><i>Title X Orientation Requirements for Title X Funded Family Planning Projects eLearning</i></u> Time: 45-90 minutes.</p> <p><i>*In order to receive a certificate of completion, participants must be logged in prior to starting the course and complete the course evaluation upon completion</i></p>	All Title X Staff <i>administrative, clinical, etc.</i>	Within the first <u><b>30 days</b></u> of employment
<b>NH Mandatory Reporting</b>	<p>Mandatory reporting trainings are available live and on-demand through Know &amp; Tell. To request a live training, or to view pre-recorded training options available, visit: <a href="https://knowandtell.org/">https://knowandtell.org/</a></p> <p><i>*Alternate training options on mandatory reporting may be used, but must be New Hampshire-specific.</i></p>	All Title X Staff <i>administrative, clinical, etc.</i>	Within the first <u><b>60 days</b></u> of employment
<b>Cultural Competency in Family Planning Care eLearning</b>	<p><u><i>Cultural Competency in Family Planning Care eLearning</i></u> Time: 1.5 hours / Continuing Education: 1.5 contact hours offered (free)</p> <p><i>*In order to receive a certificate of completion or CEs, participants must be logged in prior to starting the course and complete the course evaluation upon completion</i></p>	All Title X Staff <i>administrative, clinical, etc.</i>	Within the first <u><b>90 days</b></u> of employment
<b>Annual 340b Sexual Health Webinar</b>	<p>NH DHHS hosts an annual webinar event that covers a variety of sexual health topics, including NH STD surveillance updates. A save the date will be shared once it is available.</p> <p><i>At least 2 clinical Title X staff must attend the live webinar. All other clinical staff must watch the webinar recording within 30 days of it being made available. For new clinical staff onboarding after this timeframe, it is strongly encouraged that they watch the most recent webinar recording as part of their training plan, otherwise they must plan on watching the next session available.</i></p>	All Clinical Title X Staff	Within the <u><b>first year</b></u> of employment



## Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2

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

### Appendix C

**TABLE 2. Checklist of family planning and related preventive health services for women**

Screening components	Family planning services (provide services in accordance with the appropriate clinical recommendation)					Related preventive health services
	Contraceptive services*	Pregnancy testing and counseling	Basic infertility services	Preconception health services	STD services†	
<b>History</b>						
Reproductive life plan <sup>§</sup>	Screen	Screen	Screen	Screen	Screen	
Medical history <sup>§,¶¶</sup>	Screen	Screen	Screen	Screen	Screen	Screen
Current pregnancy status <sup>§</sup>	Screen					
Sexual health assessment <sup>§,¶¶</sup>	Screen		Screen	Screen	Screen	
Intimate partner violence <sup>§,¶,¶¶</sup>				Screen		
Alcohol and other drug use <sup>§,¶,¶¶</sup>				Screen		
Tobacco use <sup>§,¶</sup>	Screen (combined hormonal methods for clients aged ≥35 years)			Screen		
<b>Immunizations<sup>§</sup></b>				Screen	Screen for HPV & HBV <sup>§§</sup>	
Depression <sup>§,¶</sup>				Screen		
Folic acid <sup>§,¶</sup>				Screen		
<b>Physical examination</b>						
Height, weight and BMI <sup>§¶</sup>	Screen (hormonal methods) <sup>¶¶</sup>		Screen	Screen		
Blood pressure <sup>§,¶</sup>	Screen (combined hormonal methods)			Screen <sup>§§</sup>		
Clinical breast exam <sup>¶¶</sup>			Screen			Screen <sup>§§</sup>
Pelvic exam <sup>§,¶¶</sup>	Screen (initiating diaphragm or IUD)	Screen (if clinically indicated)	Screen			
Signs of androgen excess <sup>¶¶</sup>			Screen			
Thyroid exam <sup>¶¶</sup>			Screen			
<b>Laboratory testing</b>						
Pregnancy test <sup>¶¶</sup>	Screen (if clinically indicated)	Screen				
Chlamydia <sup>§,¶</sup>	Screen <sup>§§</sup>				Screen <sup>§§</sup>	
Gonorrhea <sup>§,¶</sup>	Screen <sup>§§</sup>				Screen <sup>§§</sup>	
Syphilis <sup>§,¶</sup>					Screen <sup>§§</sup>	
HIW/AIDS <sup>§,¶</sup>					Screen <sup>§§</sup>	
Hepatitis C <sup>§,¶</sup>					Screen <sup>§§</sup>	
Diabetes <sup>§,¶</sup>				Screen <sup>§§</sup>		
Cervical cytology <sup>¶</sup>						Screen <sup>§§</sup>
Mammography <sup>¶</sup>						Screen <sup>§§</sup>

Abbreviations: BMI = body mass index; HBV = hepatitis B virus; HIW/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus; IUD = intrauterine device; STD = sexually transmitted disease.

\* This table presents highlights from CDC's recommendations on contraceptive use. However, providers should consult appropriate guidelines when treating individual patients to obtain more detailed information about specific medical conditions and characteristics (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59(No. RR-4).

† STD services also promote preconception health but are listed separately here to highlight their importance in the context of all types of family planning visits. The services listed in this column are for women without symptoms suggestive of an STD.

‡ CDC recommendation.

§ U.S. Preventive Services Task Force recommendation.

¶ Professional medical association recommendation.

¶¶ Weight (BMI) measurement is not needed to determine medical eligibility for any methods of contraception because all methods can be used (U.S. Medical Eligibility Criteria 1) or generally can be used (U.S. Medical Eligibility Criteria 2) among obese women (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59(No. RR-4)). However, measuring weight and calculating BMI at baseline might be helpful for monitoring any changes and counseling women who might be concerned about weight change perceived to be associated with their contraceptive method.

§§ Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of an infection or condition.

¶¶¶ Most women do not require additional STD screening at the time of IUD insertion if they have already been screened according to CDC's STD treatment guidelines (Source: CDC. STD treatment guidelines. Atlanta, GA: US Department of Health and Human Services, CDC; 2013. Available at <http://www.cdc.gov/std/treatment>. CDC. Sexually transmitted diseases treatment guidelines, 2010. MMWR 2010;59(No. RR-12)). If a woman has not been screened according to guidelines, screening can be performed at the time of IUD insertion and insertion should not be delayed. Women with purulent cervicitis or current chlamydial infection or gonorrhea should not undergo IUD insertion (U.S. Medical Eligibility Criteria 4) women who have a very high individual likelihood of STD exposure (e.g. those with a currently infected partner) generally should not undergo IUD insertion (U.S. Medical Eligibility Criteria 3) (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59(No. RR-4)). For these women, IUD insertion should be delayed until appropriate testing and treatment occurs.

## Attachment 2, NH FPP Clinical Services Guidelines - Amendment #2

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

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

### Appendix D

**TABLE 3. Checklist of family planning and related preventive health services for men**

Screening components and source of recommendation	Family planning services (provide services in accordance with the appropriate clinical recommendation)				Related preventive health services
	Contraceptive services <sup>4</sup>	Basic infertility services <sup>5</sup>	Preconception health services <sup>1</sup>	STD services <sup>5</sup>	
<b>History</b>					
Reproductive life plan <sup>6</sup>	Screen	Screen	Screen	Screen	
Medical history <sup>3,††</sup>	Screen	Screen	Screen	Screen	
Sexual health assessment <sup>6,††</sup>	Screen	Screen	Screen	Screen	
Alcohol & other drug use <sup>6,**,††</sup>			Screen		
Tobacco use <sup>6,**,††</sup>			Screen		
Immunizations <sup>9</sup>			Screen	Screen for HPV & HBV <sup>5§</sup>	
Depression <sup>6,**,††</sup>			Screen		
<b>Physical examination</b>					
Height, weight, and BMI <sup>6,***</sup>			Screen		
Blood pressure <sup>6,**,††</sup>			Screen <sup>5§</sup>		
Genital exam <sup>††</sup>		Screen (if clinically indicated)		Screen (if clinically indicated)	Screen <sup>5§</sup>
<b>Laboratory testing</b>					
Chlamydia <sup>9</sup>				Screen <sup>5§</sup>	
Gonorrhea <sup>9</sup>				Screen <sup>5§</sup>	
Syphilis <sup>6,**,††</sup>				Screen <sup>5§</sup>	
HIV/AIDS <sup>6,**,††</sup>				Screen <sup>5§</sup>	
Hepatitis C <sup>6,**,††</sup>				Screen <sup>5§</sup>	
Diabetes <sup>6,**,††</sup>			Screen <sup>5§</sup>		

Abbreviations: HBV = hepatitis B virus; HIV/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus virus; STD = sexually transmitted disease.

<sup>4</sup> No special evaluation needs to be done prior to making condoms available to males. However, when a male client requests advice on pregnancy prevention, he should be provided contraceptive services as described in the section "Provide Contraceptive Services."

<sup>1</sup> The services listed here represent a sub-set of recommended preconception health services for men that were recommended and for which there was a direct link to fertility or infant health outcomes (Source: Frey K, Navarro S, Kotelchuck M, Lu M. The clinical content of preconception care: preconception care for men. *Am J Obstet Gynecol* 2008;199[6 Suppl 2]:S389-95).

<sup>5</sup> STD services also promote preconception health, but are listed separately here to highlight their importance in the context of all types of family planning visit. The services listed in this column are for men without symptoms suggestive of an STD.

<sup>9</sup> CDC recommendation.

<sup>\*\*</sup> U.S. Preventive Services Task Force recommendation.

<sup>††</sup> Professional medical association recommendation.

<sup>§§</sup> Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of infection or other condition.

# Attachment 3, I&E Materials Review and Approval Process Policy - Amendment #2

## NH FAMILY PLANNING PROGRAM



### I&E Materials Review and Approval Process Policy

Section: Maternal & Child Health      Sub Section(s): Family Planning Program      Version: 3.0  
 Effective Date: [July 1, 2022]      Next Review Date: [June 30, 2024]

Approved by:	HALEY JOHNSTON
Authority	<u>Section 1006(d)(1), PHS Act; 42 CFR 59.6</u>

## I. 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 sub-recipient compliance with the Title X requirement 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.

## II. Policy

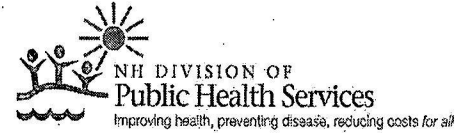
NH FPP Title X sub-recipients shall provide for the review and approval of I&E materials (print and electronic) developed or made available under the Title X project by an I&E/Advisory Committee prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X of the Act. The project shall not disseminate any such materials which are not approved by the I&E/Advisory Committee (CFR 59.6 (a)).

## III. Procedures

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

### I&E/Advisory Committee Requirement

Sub-recipient agencies are required to have an I&E/Advisory Committee to review and approve all I&E materials as set forth in this policy. Sub-recipient agencies may create an I&E/Advisory specific Committee to meet these requirements, or they may use an Advisory Board or other



## **Attachment 3, I&E Materials Review and Approval Process Policy - Amendment #2**

committee that is already in existence for these purposes as long as it meets the requirements outlined below.

### **Criteria for Establishing an I&E/Advisory Committee**

Each NH FPP Title X sub-recipient agency is required to establish and maintain their own I&E/Advisory Committee. The committee shall be established using the following criteria:

#### **1. Size**

The committee shall consist of no fewer than five members and up to as many members as the sub-recipient determines (the size provision may be waived by the Secretary for good cause shown).

#### **2. Composition**

The committee shall consist of individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sex characteristics, sexual orientation, gender identity, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality).

*In house staff cannot service as committee members.*

#### **3. Functions**

The I&E/Advisory Committee must review and approve all I&E materials (print and electronic) developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of Title X (CFR 59.6).

In reviewing materials, the I&E/Advisory Committee shall:

- a. Consider the educational, cultural, and diverse backgrounds of the individuals to whom the materials are addressed;
- b. Consider the standards of the population or community to be served with respect to such materials;
- c. Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive and trauma informed;
- d. Determine whether the material is suitable for the population or community for which it is to be made available; and
- e. Establish a written record of its determinations.



## Attachment 3, I&E Materials Review and Approval Process Policy - Amendment #2

### 4. Frequency of Review

This I&E/Advisory Committee must meet (virtually or in person) at least twice annually or more often as appropriate for the review and approval of all I&E materials. Each committee meeting should result in the following:

- the addition of new/updated I&E materials,
- the expiration of any old/outdated materials, as necessary
- the re-approval of I&E materials, as appropriate

*Each material being distributed under the Title X project must be reviewed on an annual basis to determine that it meets the above requirements. The annual review must result in re-approval or expiration of each I&E material.*

### Responsibility of Review and Approval

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 on an annual basis.

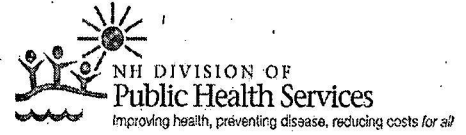
## IV. Demonstrating Compliance with I&E Materials Policy Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient compliance with the Title X project as it relates to the review and approval of all I&E materials.

1.) **I&E Materials List.** On an annual basis, sub-recipients will be required to submit a comprehensive list of all I&E materials (print and electronic) that are currently being distributed or made available to Title X clients. The list must be completed using the *I&E Materials List Template* provided by the NH FPP, which must include all 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).

- a. **NH FPP Title X Network I&E Master List:** Once I&E Materials Lists are received from each sub-recipient, 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. **Materials on this list are not approved for network-wide use.** This list is to be used only for the purposes of information-sharing and to aid sub-recipients in brainstorming materials or types of materials they would like to share with their own client population (i.e., *each desired material must go through a full review and approval process by the sub-recipient's own I&E/Advisory Board to ensure the desired material is appropriate for the client population that is being served by their*

# Attachment 3, I&E Materials Review and Approval Process Policy - Amendment #2



own agency).

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews. This documentation should include at a minimum:

- A process for 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.
- How the I&E/Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
- The criteria and procedures the I&E/Advisory Committee members will use to ensure that the materials are suitable for the population and community for which they are intended.
- A process for reviewing materials written in languages other than English.
- How review and approval records will be maintained.
- A process for how old materials will be expired.
- A process to document compliance with the membership size requirement for the I&E/Advisory Committee (updated lists/rosters, meeting minutes).
- A process to document that the I&E/Advisory Committee(s) is/are active (meeting minutes).
- A process for selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
- A process for documenting that the I&E/Advisory Committee are meeting twice a year at a minimum (meeting minutes, review forms)
- A process to ensure that new/updated materials are routinely added, and as necessary (meeting minutes, review forms).

## I&E Materials Review and Approval Process Policy Agreement

On behalf of Amoskeag Health, I hereby certify that I have read and understand this  
(Agency Name)

I&E Materials Review and Approval Process 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.

Kris McCracken

Printed Name

DocuSigned by:

Signature

10/25/2023

Date

## Attachment 9, NH FPP Required Trainings - Amendment #2

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

### NH FAMILY PLANNING PROGRAM Sub-Recipient Required Trainings

*This document provides a detailed list of NH Family Planning Program (NH FPP) training requirements that apply to all NH FPP Title X sub-recipient agencies and their staff who engage with Title X clients. These requirements are subject to change per the NH FPP or Title X Regulations.*

*If you have questions about the required trainings, please email [brittany.a.foley@dhhs.nh.gov](mailto:brittany.a.foley@dhhs.nh.gov)*

Sub-recipient agencies must maintain staff training records, including which staff completed the required trainings and when. Evidence that training requirements were completed by all project staff are to be submitted annually to the NH FPP, or upon request.

**Staff should complete one of the two following training plans, as applicable:**

1. **New Staff Training & Title X Orientation** – Must be completed by new staff as soon as possible, or at least in accordance with the timeline outlined in the training plan.
2. **Annual Staff Training** - Staff that are not new to Title X and the NH FPP are required to complete this training plan on an annual basis, within the State Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>).

***Definitions:***

**NH DHHS:** *New Hampshire Department of Health and Human Services*

**RHNTC:** *Reproductive Health National Training Center*

**Title X Staff:** *all staff who interact with Title X family planning clients, are Title X-funded, or work on the Title X project. This includes front desk staff, medical assistants, contraceptive counselors, social workers, medical providers, nurses, etc.*

**Title X Clinical Staff:** *all clinical staff that interact with Title X family planning clients. This includes, nurses, medical assistants, physicians, nurse practitioners, physician assistants, clinical behavioral health providers, etc.*



## Attachment 9, NH FPP Required Trainings -

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

**Annual Staff Training Plan** All staff that are not new to the Title X NH FPP must complete the training list on an annual basis, within the State Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). New staff are not required to follow this training plan until after their first year of employment when they have completed the *New Staff Training and Title X Orientation Plan*.

NH FPP Training Requirement	Training Details	Staff Required
Annual Title X Training	<p><b>Option 1 (recommended): Annual NH FPP Title X Live Webinar</b> The date of the webinar will be announced via email each year, and will cover several Title X required training topics as well as other NH FPP program-related items.</p> <p><b>Option 2: Title X Orientation Requirements for Title X Funded Family Planning Projects</b> (RHNTC Recorded Webinar) <a href="https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects">https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects</a></p>	All Title X Staff <i>administrative, clinical, etc.</i>
Client-centered Services and Health Equity in Sexual & Reproductive Health	<p>Title X Staff must complete one of the training options below:</p> <p><b>Option 1: Complete one of the options from the list below:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Cultural Competency in Family Planning Care eLearning</u></b>; Time: 1.5 hours; continuing education available</li> <li>• <b><u>Language Access Trainings (must complete both):</u></b> <ol style="list-style-type: none"> <li>1.) <b><u>Language Access 101: Creating Inclusive Clinics Webinar</u></b>; Time: 30 minutes; continuing education available</li> <li>2.) <b><u>Working Effectively with Medical Interpreters eLearning</u></b>; Time: 30 minutes; continuing education available</li> </ol> </li> <li>• <b><u>Leadership for a Diverse and Inclusive Family Planning Organization</u></b>; Time: 1 hour</li> <li>• <b><u>Think Cultural: Culturally Competent Nursing Care Program</u></b>; continuing education available</li> <li>• <b><u>Structures and Self: Advancing Equity and Justice in SRH eLearning</u></b></li> <li>• <b><u>Trauma Informed Care in the Family Planning Setting Webinar</u></b>; Time: 1.5 hours</li> <li>• Complete any webinar in the <b><u>Putting the QFP into Practice eLearning Series</u></b></li> </ul> <p><b>Option 2: Attend a related training opportunity shared or hosted by NH FPP staff during the year.</b></p> <p><b>Option 3: Alternate trainings related to client-centered services and Health Equity may be used with pre-approval from NH FPP staff.</b></p>	All Title X Staff <i>administrative, clinical, etc.</i>

## Attachment 9, NH FPP Required Trainings - Amendment #2

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

<p><b>Annual 340b Sexual Health Webinar</b></p>	<p>NH DHHS hosts an annual webinar event that covers a variety of sexual health topics, including NH STD surveillance updates. A save the date will be shared once it is available.</p> <p><i>At least 2 clinical Title X staff must attend the live webinar. All other clinical staff must watch the webinar recording within 30 days of it being made available. A sheet of staff signatures will be collected 30 days after the recording is made available.</i></p>	<p><b>All Clinical Title X Staff</b></p>
<p><b>NH Mandatory Reporting</b></p>	<p><b><u>State Fiscal Year 2024</u></b>            Training on New Hampshire mandatory reporting is required of all Title X staff once during a two-year project period.</p> <p>Mandatory reporting trainings are available live and on-demand through Know &amp; Tell. To request a live training, or to view pre-recorded training options available, visit: <a href="https://knowandtell.org/">https://knowandtell.org/</a></p> <p><i>Alternate training options on mandatory reporting may be used, but must be New Hampshire-specific.</i></p> <hr/> <p><b><u>State Fiscal Year 2025</u></b>            Complete each of the following:            1.) <b>Review the following:</b> <a href="#">Mandatory Child Abuse Reporting State Summary, New Hampshire</a>            2.) <b>Watch the following:</b> <a href="#">Trauma-Informed Mandatory Child Abuse Reporting in a Family Planning Setting Video</a></p> <p><b><u>Additional Resources (optional):</u></b>  <a href="#">Identifying and Responding to Human Trafficking in Title X Settings, eLearning Course</a>  <a href="#">The Basics of Human Trafficking, guide</a></p>	<p><b>All Title X Staff administrative, clinical, etc.</b></p>

## Attachment 9, NH FPP Required Trainings - Amendment #2

DocuSign Envelope ID: 1CDDA1E8-F9CD-4D50-AA39-0BDB6B11F9AA

**New Staff Training and Title X Orientation Plan** All staff new to Title X and the NH FPP must complete the training list as soon as possible, or at least by the deadline outlined in the training plan below. Online training options are provided so new staff can complete as their schedule allows.

NH FPP Training Requirement	Training Details	Staff Required	Timeline
Title X Orientation eLearning	<p><b><u>Title X Orientation Requirements for Title X Funded Family Planning Projects eLearning</u></b> Time: 45-90 minutes</p> <p><i>*In order to receive a certificate of completion, participants must be logged in prior to starting the course and complete the course evaluation upon completion</i></p>	All Title X Staff administrative, clinical, etc.	Within the first <b><u>30 days</u></b> of employment
NH Mandatory Reporting	<p>Mandatory reporting trainings are available live and on-demand through Know &amp; Tell. To request a live training, or to view pre-recorded training options available, visit: <a href="https://knowandtell.org/">https://knowandtell.org/</a></p> <p><i>*Alternate training options on mandatory reporting may be used, but must be New Hampshire-specific.</i></p>	All Title X Staff administrative, clinical, etc.	Within the first <b><u>60 days</u></b> of employment
Cultural Competency in Family Planning Care eLearning	<p><b><u>Cultural Competency in Family Planning Care eLearning</u></b> Time: 1.5 hours / Continuing Education: 1.5 contact hours offered (free)</p> <p><i>*In order to receive a certificate of completion or CEs, participants must be logged in prior to starting the course and complete the course evaluation upon completion</i></p>	All Title X Staff administrative, clinical, etc.	Within the first <b><u>90 days</u></b> of employment
Annual 340b Sexual Health Webinar	<p>NH DHHS hosts an annual webinar event that covers a variety of sexual health topics, including NH STD surveillance updates. A save the date will be shared once it is available.</p> <p><i>At least 2 clinical Title X staff must attend the live webinar. All other clinical staff must watch the webinar recording within 30 days of it being made available. For new clinical staff onboarding after this timeframe, it is strongly encouraged that they watch the most recent webinar recording as part of their training plan, otherwise they must plan on watching the next session available.</i></p>	All Clinical Title X Staff	Within the <b><u>first year</u></b> of employment

# State of New Hampshire

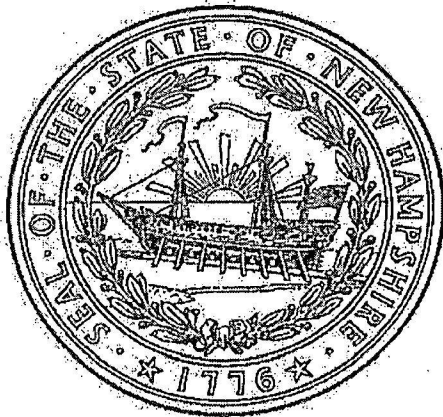
## Department of State

### 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: 0006237689



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of May A.D. 2023.

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

David M. Scanlan  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary 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 3, 2020, 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 or 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.

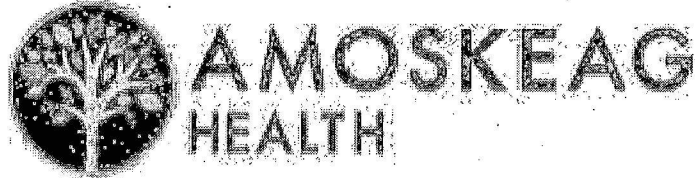
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract amendment to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that 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.

10/25/23  
Date



Name: David Crespo  
Title: Clerk/Secretary  
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, 2022 and 2021

With Independent Auditor's Reports





## 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, 2022 and 2021, 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, 2022 and 2021, 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.

#### *Adjustment to Prior Period Financial Statements*

As discussed in Note 1 to the financial statements, the accompanying 2021 financial statements have been restated to report patient accounts receivable and patient service revenue at the net amount expected to be paid in exchange for the services rendered. We audited the adjustments applied to the accompanying 2021 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. Our opinion is not modified with respect to this matter.

#### *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.

Board of Directors  
Amoskeag Health  
Page 2

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.

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.

Board of Directors  
Amoskeag Health  
Page 3

### **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 January 9, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
January 9, 2023

**AMOSKEAG HEALTH****Balance Sheets****June 30, 2022 and 2021****ASSETS**

	<u>2022</u>	Restated <u>2021</u>
Current assets		
Cash and cash equivalents	\$ 3,198,957	\$ 4,731,957
Patient accounts receivable	1,422,968	1,302,378
Grants and other receivables	1,856,067	880,300
Other current assets	<u>154,142</u>	<u>300,180</u>
Total current assets	6,632,134	7,214,815
Property and equipment, net	3,863,277	4,152,995
Other assets	<u>56,288</u>	<u>-</u>
Total assets	<u>\$10,551,699</u>	<u>\$11,367,810</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 528,569	\$ 754,413
Accrued payroll and related expenses	1,352,346	1,723,122
Current maturities of long-term debt	<u>53,464</u>	<u>52,072</u>
Total current liabilities	1,934,379	2,529,607
Long-term debt, less current maturities	<u>1,456,492</u>	<u>1,503,059</u>
Total liabilities	<u>3,390,871</u>	<u>4,032,666</u>
Net assets		
Without donor restrictions	5,973,864	6,550,422
With donor restrictions	<u>1,186,964</u>	<u>784,722</u>
Total net assets	<u>7,160,828</u>	<u>7,335,144</u>
Total liabilities and net assets	<u>\$10,551,699</u>	<u>\$11,367,810</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, 2022 and 2021**

	<u>2022</u>	Restated <u>2021</u>
Operating revenue		
Net patient service revenue	\$12,336,088	\$10,620,004
Grants, contracts and support	10,010,217	9,926,932
Paycheck Protection Program loan forgiveness	-	1,467,800
Other operating revenue	251,582	110,480
Net assets released from restriction for operations	<u>1,281,713</u>	<u>1,026,327</u>
Total operating revenue	<u>23,879,600</u>	<u>23,151,543</u>
Operating expenses		
Salaries and wages	14,533,999	13,238,880
Employee benefits	3,187,333	2,551,855
Program supplies	653,598	536,720
Contracted services	3,661,540	2,724,436
Occupancy	891,952	829,588
Other	993,893	868,512
Depreciation and amortization	484,603	500,368
Interest	<u>49,240</u>	<u>62,581</u>
Total operating expenses	<u>24,456,158</u>	<u>21,312,940</u>
(Deficiency) excess of revenue over expenses and increase in net assets without donor restrictions	<u>(576,558)</u>	<u>1,838,603</u>
Net assets with donor restrictions		
Contributions	1,683,955	1,190,170
Net assets released from restriction for operations	<u>(1,281,713)</u>	<u>(1,026,327)</u>
Increase in net assets with donor restrictions	<u>402,242</u>	<u>163,843</u>
Change in net assets	<u>(174,316)</u>	2,002,446
Net assets, beginning of year	<u>7,335,144</u>	<u>5,332,698</u>
Net assets, end of year	<u>\$ 7,160,828</u>	<u>\$ 7,335,144</u>

---

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

**AMOSKEAG HEALTH**  
**Statements of Functional Expenses**  
**Years Ended June 30, 2022 and 2021**

	2022											
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,589,188	\$ 522,756	\$ 2,077,687	\$ 57,202	\$ 6,866,765	\$ 868,250	\$ 322,390	\$12,304,238	\$ 140,951	\$ 180,702	\$ 1,908,108	\$14,533,999
Employee benefits	314,689	121,963	492,395	12,507	1,555,198	165,054	76,307	2,738,113	26,641	44,672	377,907	3,187,333
Program supplies	-	3,285	20,653	206,063	369,061	4,286	34,242	637,590	-	354	15,654	653,598
Contracted services	135,393	410,966	17,593	308,135	551,961	604,501	696,527	2,725,076	211	19,176	917,077	3,661,540
Occupancy	109,182	14,929	95,586	3,843	609,820	104,763	510	938,633	(536,020)	15,504	473,835	891,952
Other	131,553	7,763	39,218	29	161,638	23,129	43,632	406,962	68,980	23,827	494,124	993,893
Depreciation and amortization	1,564	-	12,178	-	111,443	95	1,573	126,853	251,011	504	106,235	484,603
Interest	-	-	-	-	-	-	-	-	48,226	-	1,014	49,240
<b>Total</b>	<b>\$ 2,281,569</b>	<b>\$ 1,081,662</b>	<b>\$ 2,755,310</b>	<b>\$ 587,779</b>	<b>\$10,225,886</b>	<b>\$ 1,770,078</b>	<b>\$ 1,175,181</b>	<b>\$19,877,465</b>	<b>\$ -</b>	<b>\$ 284,739</b>	<b>\$ 4,293,954</b>	<b>\$24,456,158</b>
	2021											
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,443,105	\$ 572,404	\$ 2,179,922	\$ 69,028	\$ 5,916,509	\$ 832,105	\$ 275,664	\$11,288,737	\$ 132,793	\$ 165,591	\$ 1,651,759	\$13,238,880
Employee benefits	279,237	115,773	463,013	17,219	1,018,387	149,979	57,331	2,100,939	23,902	31,089	395,925	2,551,855
Program supplies	1,030	2,259	46,502	181,901	253,478	10,685	28,469	524,324	110	6,004	6,282	536,720
Contracted services	206,814	280,152	122,384	311,761	762,194	347,396	351,447	2,382,148	-	16,018	326,270	2,724,436
Occupancy	105,110	14,372	92,022	3,700	587,893	100,856	-	903,953	(530,321)	14,926	441,030	829,588
Other	78,320	8,310	68,944	-	160,715	18,080	20,064	354,433	72,395	39,600	402,084	868,512
Depreciation and amortization	566	-	14,276	-	95,931	569	1,573	112,915	242,975	504	143,974	500,368
Interest	-	-	-	-	-	-	-	-	58,146	-	4,435	62,581
<b>Total</b>	<b>\$ 2,114,182</b>	<b>\$ 993,270</b>	<b>\$ 2,987,063</b>	<b>\$ 583,609</b>	<b>\$ 8,795,107</b>	<b>\$ 1,459,670</b>	<b>\$ 734,548</b>	<b>\$17,667,449</b>	<b>\$ -</b>	<b>\$ 273,732</b>	<b>\$ 3,371,759</b>	<b>\$21,312,940</b>

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



**AMOSKEAG HEALTH****Statements of Cash Flows****Years Ended June 30, 2022 and 2021**

	<u>2022</u>	Restated <u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (174,316)	\$ 2,002,446
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation and amortization	484,603	500,368
(Increase) decrease in the following assets		
Patient accounts receivable	(120,590)	348,165
Grants and other receivables	(975,767)	105,501
Other current assets	146,038	(185,260)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(225,844)	228,102
Accrued payroll and related expenses	(370,776)	249,457
Paycheck Protection Program refundable advance	-	(1,467,800)
Net cash (used) provided by operating activities	<u>(1,236,652)</u>	<u>1,780,979</u>
Cash flows from investing activities		
Purchase of investments	(56,288)	-
Capital expenditures	<u>(189,752)</u>	<u>(399,526)</u>
Net cash used by investing activities	<u>(246,040)</u>	<u>(399,526)</u>
Cash flows from financing activities		
Payments on line of credit	-	(450,000)
Payments on long-term debt	<u>(50,308)</u>	<u>(48,421)</u>
Net cash used by financing activities	<u>(50,308)</u>	<u>(498,421)</u>
Net (decrease) increase in cash and cash equivalents	<u>(1,533,000)</u>	883,032
Cash and cash equivalents, beginning of year	<u>4,731,957</u>	<u>3,848,925</u>
Cash and cash equivalents, end of year	<u>\$ 3,198,957</u>	<u>\$ 4,731,957</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 49,240</u>	<u>\$ 62,581</u>

---

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

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2022 and 2021

#### 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, 2022 and 2021

#### **COVID-19 and Relief Funding**

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control, the Organization took steps to create safe distances between both staff and patients. Medical and behavioral health patient visits were done through telehealth when appropriate.

The Organization received a loan in the amount of \$1,467,800 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA). The loan principal and interest were subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures incurred by the Organization during a specific covered period. The PPP was fully forgiven by the SBA and the lender in May 2021.

The Organization received a loan in the amount of \$250,000 in July 2020 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan was converted to a grant during 2021 and recognized as revenue upon conversion.

The various COVID-19 programs are complex and subject to interpretation. The programs may be subject to future investigation by governmental agencies. Any difference between amounts previously recognized and amounts subsequently determined to be recoverable or payable are adjusted in future periods as adjustments become known.

#### **Cash and Cash Equivalents**

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

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

#### **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.

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2022 and 2021

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations as follows:

- 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.
- Contract pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.

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. A table detailing the payers is presented in Note 7.

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.

#### Medicaid

The Organization is primarily reimbursed for 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.

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2022 and 2021

#### Other 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 \$2,844,226 and \$2,662,554 for the years ended June 30, 2022 and 2021, 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.

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.

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2022 and 2021****Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. U.S. GAAP requires disclosure of opening balances of contracts receivable, which amounted to \$1,650,543 at July 1, 2020.

Patient accounts receivable consisted of the following as of June 30:

	<u>2022</u>	Restated <u>2021</u>
Medical and dental patient accounts receivable	\$ 1,302,100	\$ 1,206,770
Contract 340B pharmacy program receivables	<u>120,868</u>	<u>95,608</u>
Total patient accounts receivable	<u>\$ 1,422,968</u>	<u>\$ 1,302,378</u>

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	<u>2022</u>	<u>2021</u>
Governmental plans		
Medicare	13 %	17 %
Medicaid	44 %	44 %
Commercial payers	19 %	11 %
Patient	<u>24 %</u>	<u>28 %</u>
Total	<u>100 %</u>	<u>100 %</u>

**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, 2022 in the aggregate amount of \$10,622,509 that have not been recognized at June 30, 2022 because qualifying expenditures have not yet been incurred.

## **AMOSKEAG HEALTH**

### **Notes to Financial Statements**

**June 30, 2022 and 2021**

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2022 and 2021, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 72% and 68%, respectively, of grants, contracts and support revenue.

#### **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 \$1,000.

#### **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 as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

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.

#### **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.



**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2022 and 2021****Restatement of Prior Period Financial Statements**

The Organization's 2021 financial statements did not include all of management's adjustments to patient accounts receivable and patient service revenue. As a result, the financial statements and related notes have been restated to reflect the net amount that was expected to be paid in exchange for the services rendered.

The impact of the restatement on the financial statements as of and for the year ended June 30, 2021 was as follows:

	Balance as Originally Reported	Restatement	Balance as Restated
Assets			
Patient accounts receivable	\$ 1,806,238	\$ (503,860)	\$ 1,302,378
Net Assets			
Without donor restrictions	7,054,282	(503,860)	6,550,422
Operating revenue			
Net patient service revenue	11,123,864	(503,860)	10,620,004
Excess of revenue over expenses and increase in net assets without donor restrictions	2,342,463	(503,860)	1,838,603

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 9, 2023, 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. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a \$1,000,000 line of credit (Note 4).

Financial assets available for general expenditure within one year were as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 3,198,957	\$ 4,731,957
Patient accounts receivable	1,422,968	1,302,378
Grants and other receivables	<u>1,856,067</u>	<u>880,300</u>
Financial assets available	6,477,992	6,914,635
Less net assets with donor restrictions	<u>1,186,964</u>	<u>784,722</u>
Financial assets available for general expenditure	<u>\$ 5,291,028</u>	<u>\$ 6,129,913</u>

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2022 and 2021**

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 49 and 83 at June 30, 2022 and 2021, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days.

**3. Property and Equipment**

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

	<u>2022</u>	<u>2021</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,408,625	5,330,228
Furniture and equipment	<u>2,689,274</u>	<u>2,590,248</u>
Total cost	8,178,899	8,001,476
Less accumulated depreciation	<u>4,327,951</u>	<u>3,848,481</u>
	3,850,948	4,152,995
Projects in process	<u>12,329</u>	<u>-</u>
Property and equipment, net	<u>\$ 3,863,277</u>	<u>\$ 4,152,995</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.

**4. Line of Credit**

The Organization has a \$1,000,000 line of credit demand note with a local banking institution with interest at Bloomberg Short-Term Bank Yield Index rate plus 2.75% (4.35% at June 30, 2022). The line of credit is collateralized by all assets. There was no balance outstanding at June 30, 2022 and 2021.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2022.

**5. Long-Term Debt**

Long-term debt consists of the following as of June 30:

	<u>2022</u>	<u>2021</u>
Note payable, with a local bank (see terms below)	\$ 1,509,956	\$ 1,555,131
Less current maturities	<u>53,464</u>	<u>52,072</u>
Long-term debt, less current maturities	<u>\$ 1,456,492</u>	<u>\$ 1,503,059</u>

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2022 and 2021**

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for \$1,670,000 with NHHEFA 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.

Scheduled principal repayments of long-term debt for the next five years follows as of June 30:

2023	\$ 53,464
2024	50,882
2025	52,602
2026	1,299,544
Total	<u>\$ 1,456,492</u>

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, 2022 and received a waiver from the bank for the covenant default.

**6. Net Assets**

Net assets were as follows as of June 30:

	<u>2022</u>	Restated <u>2021</u>
Net assets without donor restrictions		
Undesignated	\$ 5,467,935	\$ 6,048,585
Designated for working capital	<u>505,929</u>	<u>501,837</u>
Total	<u>\$ 5,973,864</u>	<u>\$ 6,550,422</u>
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	\$ 929,570	\$ 518,180
Child health services	<u>156,036</u>	<u>165,184</u>
Total	1,085,606	683,364
Permanent in nature		
Available to borrow for working capital as needed	<u>101,358</u>	<u>101,358</u>
Total	<u>\$ 1,186,964</u>	<u>\$ 784,722</u>

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2022 and 2021****7. Patient Service Revenue**

Patient service revenue follows for the years ended June 30:

	<u>2022</u>	Restated <u>2021</u>
Gross charges	<b>\$20,301,722</b>	\$19,234,585
Less: Contractual adjustments and implicit price concessions	<b>(7,313,357)</b>	(7,737,016)
Sliding fee discount policy adjustments	<b><u>(2,241,893)</u></b>	<u>(2,266,275)</u>
Total net direct patient service revenue	<b>10,746,472</b>	9,231,294
Contract 340B program revenue	<b><u>1,589,616</u></b>	<u>1,388,710</u>
Total patient service revenue	<b><u>\$12,336,088</u></b>	<u>\$10,620,004</u>

Revenue from Medicaid accounted for approximately 61% and 57% of the Organization's gross patient service revenue for the years ended June 30, 2022 and 2021, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

**8. Benefit Plans**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$329,371 and \$304,497 for the years ended June 30, 2022 and 2021, 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.

**9. Lease Commitments**

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these lease agreements are as follows:

2023	\$ 206,787
2024	190,961
2025	<u>103,229</u>
Total	<u>\$ 500,977</u>

Rent expense amounted to \$282,448 and \$274,689 for the years ended June 30, 2022 and 2021, respectively.

**AMOSKEAG HEALTH**

**Notes to Financial Statements**

**June 30, 2022 and 2021**

**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, 2022, 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.

## **SUPPLEMENTARY INFORMATION**

## AMOSKEAG HEALTH

## Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	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				
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 879,060	\$ -
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,950,814	-
Total AL 93.224			2,829,874	-
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,628,754	-
Total Health Center Program Cluster			5,458,628	-
<u>Passthrough:</u>				
<u>The Mental Health Center of Greater Manchester</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	203,510	-
<u>State of New Hampshire Department of Health and Human Services</u>				
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092	157274- B001/90018440	118,214	-
Family Planning Services	93.217	1069352	30,389	-
Temporary Assistance for Needy Families	93.558	B001/90080206	37,503	-
Child Abuse and Neglect Discretionary Activities	93.670	645-504004/42105745	47,226	13,634
COVID-19 Child Abuse and Neglect Discretionary Activities	93.670	NH75OT000031; N 90CA1858	8,898	-
Total AL 93.670			56,124	13,634
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	108,511	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	36,468	-
Total AL 93.898			144,979	-
Maternal and Child Health Services Block Grant to the States	93.994	1062420	58,792	-
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/93001000	303,572	-
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/93001000	133,750	-
Total AL 93.994			496,114	-
<u>University System of New Hampshire</u>				
Every Student Succeeds Act/Preschool Development Grants	93.434	17737- 0001/202020243	555,529	274,034
<u>Bi-State Primary Care Association, Inc.</u>				
Opioid STR	93.788	n/a	89,708	-
Total U.S. Department of Health and Human Services			7,190,698	287,668

The accompanying notes are an integral part of this schedule.



## AMOSKEAG HEALTH

## Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
<u>U.S. Department of Housing and Urban Development</u>				
<u>Passthrough:</u>				
<u>City of Manchester, New Hampshire</u>				
Community Development Block Grants/Entitlement Grants	14.218	210721A	45,000	-
<u>U.S. Department of Justice</u>				
<u>Passthrough:</u>				
<u>State of New Hampshire Department of Justice</u>				
Crime Victim Assistance/Discretionary Grants	16.582	157274-B001/2018-V3-GX-0038	186,128	10,000
<u>City of Manchester, New Hampshire Police Department</u>				
Comprehensive Opioid Abuse Site-Based Program	16.838	n/a	72,420	-
Total U.S. Department of Justice			258,548	10,000
<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	54,380	15,953
<u>City of Manchester, New Hampshire Police Department</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	410222 APRA	156,682	105,765
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	n/a	99,837	-
Total AL 21.027			310,899	121,718
Total U.S. Department of Treasury			310,899	121,718
<u>U.S. Department of Education</u>				
<u>Passthrough:</u>				
<u>City of Manchester, New Hampshire School District</u>				
School Improvement Grants	84.377	n/a	10,400	-
Total Expenditures of Federal Awards, All Programs			7,815,545	419,386

The accompanying notes are an integral part of this schedule.

**AMOSKEAG HEALTH**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2022**

**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, 2022, 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 January 9, 2023.

**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*

Portland, Maine  
January 9, 2023



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

Board of Directors  
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, 2022. 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, 2022.

***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*

Portland, Maine  
January 9, 2023



**AMOSKEAG HEALTH**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2022**

**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

<b>Name</b>	<b>Board Role</b>
Angella Chen-Shadeed	Director
Christian Scott	Chair
David Crespo	Secretary
David Hildenbrand	Director
Dawn McKinney	Director
Debra (Debbie) Manning	Vice Chair
Gail Tudor	Director
Jill Bille	Director
Kathleen Davidson	Director
Madhab Gurung	Director
Obhed Giri	Director
Oreste "Rusty" Mosca	Director
Richard Elwell	Treasurer
Sonia Stagen	Director
Thomas Lavoie	Director
Vanessa Maradiaga	Director

**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**



## **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 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*

Vv Nguyen



**Education**

---

High School Diploma  
Central High School, Manchester NH  
Class of 2016

**Summary of Qualifications**

---

- Customer service.
- Sales experiences.
- Proficient in Excel, Powerpoint, and Microsoft Word.
- Bilingual (Vietnamese and English)

**Experiences**

---

**NT Nails and Spa, Londonderry NH**

February 2020 - June 2020

Receptionist

- Maintain calendars for appointments.
- Answering phone calls.
- Handle transactions.
- Receive walk-in and guests.
- Direct clients.
- Manage inventory.

**Eva Nails, Nashua NH**

April 2019 - February 2020

Receptionist

- Answer phone calls, schedule and arrange appointments.
- Handle transactions.
- Manage inventory.
- Receiving and direct clients.
- Keeping a positive attitude.
- Manage a clean and healthy work environment.

**Payless Nail Supply, Manchester NH**

April, 2018 - April, 2019

Sales Associate

- Oversaw weekly, monthly and quarterly sales goals and daily business reports.
- Promoted promotional offers, communicated with customers.
- Analyzed trends to establish best-sellers
- Checked in all office supplies and maintained the inventory log.
- Ordered, received, and stored supplies in the warehouse or supply room.
- Assisted customers in their purchases.
- Handled return of merchandise.

## **Volunteer Experiences**

---

### **American Red Cross Blood Drive, Manchester NH**

- Assisted blood donors with anything they needed before and after donating.
- Attended community events to promote Red Cross services.

# 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 Assistants, Nurses, Unit Secretaries and Health Screens 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 up to 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 management 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

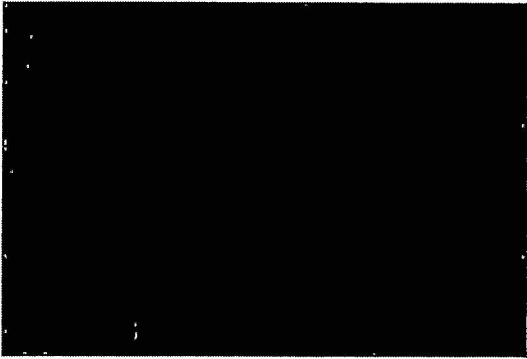
---

## Professional Membership

American Nurses Association

New Hampshire Nurses Association





Kristin R. Fossum



**OBJECTIVE:** To provide quality social services and educational tools to empower children and families

**EDUCATION:** New Hampshire Community Technical College  
15 Early Childhood Education Credits

University of New Hampshire, Durham, NH  
Bachelor of Science: Child and Family Studies- May 2001

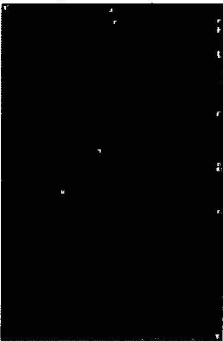
University of New Hampshire, Durham, NH  
Bachelor of Science: Nursing- May 1999

- Clinical Experience in mental health, community health, med/surg, labor and delivery and oncology nursing
- Obtained registered nurse license in August 1999



**WORK**

**EXPERIENCE:** KinderCare Learning Center, Merrimack, NH  
Pre-Kindergarten Teacher March 2005-Present



- Responsible for implementing and supplementing curriculum to encourage and challenge multi-age children
- Responsible for daily classroom management and parent communication
- Oversee the Kelsey's Learning Adventures and ABC Music and Me programs as the program leader

VNA Child Care Center, Manchester, NH  
Lead Kindergarten Teacher January 2001-December 2005  
Associate Kindergarten Teacher September 2001-December 2001

- Educated children of varying cognitive levels and physical abilities by planning and implementing curriculum.
- Positively motivated children with varying behavioral and emotional challenges to become enthusiastic members of the classroom environment.
- Encouraged creativity and arts exploration through various classroom activities.
- Served as classroom representative for IEP and various testing result meetings.

- Increased awareness of health and social support networks by referring families in need to nurse/family resource coordinator.

**Families First of The Greater Seacoast, Portsmouth, NH**  
**Family and Child Studies Student Intern September 2000- May 2001**

- Enhanced parental knowledge of child growth and development by aiding in the organization of a Babytime parenting group.
- Responsible for the child care for the Single Parents Support Group.
- Provided post partum support and infant development education through home-visiting for three months to one area mother.
- Shadowed prenatal post partum home visitor for entire course of study.

**Kristin Migliori, R.N.**

---

**EDUCATION**

---

**Boston College, Chestnut Hill, MA** expected May 2013  
MSN, Pediatric Nurse Practitioner, Master's Entry Program GPA: 3.90  
*Sigma Theta Tau (2013), Dean's Award (2011-2013)*

**Colgate University, Hamilton, NY** May 2011  
Bachelor of Arts, High Honors in Cellular Neuroscience GPA: 3.85, Summa Cum Laude  
*Phi Beta Kappa (2011), Psi Chi (2010), Phi Eta Sigma (2008), Dean's Academic Excellence (2007-2011)*

---

**LICENSURE AND CERTIFICATIONS**

---

- Registered Nurse, Massachusetts (RN2280802) and New Hampshire (067122-21)
  - American Red Cross, CPR/AED for the Professional Rescuer and Healthcare Provider
- 

**PEDIATRIC NURSE PRACTITIONER STUDENT CLINICAL ROTATIONS**

---

**General Pediatrics, Tufts Floating Hospital for Children** Sept. '12- May '13

- Performed routine well child visits for newborns through adolescents. Diagnosed and treated patients with a variety of acute illnesses. Managed patients with chronic health care conditions in collaboration with social workers, nutritionists, and specialists.
- Initiated a quality care improvement project on guidelines for lipid assessment in pediatrics. Implementing an education program about lipid screening for health care providers.

**Joslin Diabetes Center, Pediatric and Adolescent Unit** Sept. '12- Dec. '12

- Assessed and adjusted individualized diabetes management of children with type 1 and type 2 diabetes, with a focus on the patient's developmental stage and opportunities for behavior change to maximize compliance with the regimen.

**Child Health Services, Manchester NH** Dec. '12- May '13

- Performed routine well child and acute visits for newborns through adolescents in a nurse practitioner role. Conducted in-depth assessments of social, family, and medical history for all patients and collaborated with nutritionists and social workers to provide holistic care.

**Elliot Pediatric Health Associates, Manchester NH** Jan. '12-May '13

- Performed routine well child and acute visits in a nurse practitioner role.
- Gained experience in specialty clinics at New Hampshire's Hospital for Children: nephrology, neurology, gastroenterology, pulmonary, developmental/behavioral health, and integrative medicine.

**Pediatric Dermatology, MassGeneral Hospital for Children** Jan '12- May '13

- Collaborated with the medical team to provide consults and treatment plans for a variety of dermatological conditions, including: acne, atopic dermatitis, molluscum, and warts.
- 

**RELEVANT EXPERIENCE**

---

- Nursing Student Experience in Pediatrics, *Boston Children's Hospital* (Spring & Summer '12)
- Autism Para-Professional, *Hooksett School District/ Camp Allen* (Summer '10 & '11)
- Research Assistant, *NH-Dartmouth Family Residency Program* (Summer '09): A Multi-Faceted Educational Intervention to Improve Appropriate Inter-Pregnancy Intervals: A Pre-Post Study
- Breakthrough Manchester, teacher, *Manchester, NH* (Summer '06-'08)

**Kristian L. Orestis MSN, APRN, CNM**



**Work History**

- Amoskeag Community Health Center  
Manchester, NH  
CNM : Inpatient/Outpatient OB/GYN  
Privileges at Eliot Hospital  
8/3/20 start
- Garrison Women's Health Center  
770 Central Avenue  
Dover , NH  
Outpatient CNM/ APRN seeing OB/GYN patients  
8/2019-current
- Essex County Ob/Gyn Associates  
83 Herrick Street  
Beverly, MA 01915  
Staff CNM: outpatient OB/GYN and inpatient OB  
Privileged at Lahey Beverly Hospital  
8/2013- 8/2019
- Beth Israel Lahey Health: Beverly Hospital: LD & MBU RN  
Staff RN  
85 Herrick Street Beverly, MA  
11/2017-11/2018
- Anna Jacques Hospital  
Staff CNM: outpatient OB/GYN and inpatient OB  
25 Highland Avenue Newburyport, MA  
8/17-10/17
- St. Elizabeth's Medical Center:  
Staff CNM  
736 Cambridge Street Brighton, MA  
Steward Physician Network; Medical Staff: 4/17/2012 - 1/1/2014  
Supervisor: Jean W. Noel M.D. & Michael Zinaman M.D.

- St. Elizabeth's Medical Center: RN  
736 Cambridge Street Brighton, MA  
(617) 562-7018  
Supervisors: Michael Zinaman M.D. & Lucy Bayer M.D.  
RN in Women's Health, OB/GYN/MFM/REI  
Staff and Per Diem 2/2008 - 1/2014
- St. Elizabeth's Medical Center: RN  
736 Cambridge Street Brighton, MA  
(617) 562-7050  
Supervisor: Katie McKenna RN  
Labor and Delivery, High Risk Ante partum, Post-partum  
Travel assignment 5/2007-1/2008
- Mt. Auburn Hospital: RN  
330 Mt. Auburn Street Cambridge MA  
(617) 492-3900  
Supervisor: Robin Dow RN  
Labor and Delivery  
Staff and Per Diem 1/2007-10/2007  
Reason for leaving: went back to school full-time
- University of California Medical Center- Hillcrest: RN  
200 W. Arbor Drive San Diego, CA  
(619) 543-6222  
Supervisor: Nurse-Manager  
Labor and Delivery, High Risk Ante partum, Post-partum, Birth Center  
Reason for leaving: Travel Assignment 9/2006-12/2006
- Saints Memorial Medical Center: RN  
1 Hospital Drive Lowell, MA 01852  
(978) 458-1411  
Supervisor: Nurse-Manager  
LDRP and Level II Nursery  
Reason for leaving: Travel Assignment 9/2005-8/2006
- Wentworth Douglass Hospital: RN  
789 Central Avenue Dover, NH 03820  
Supervisor: Karen MacDonald RN  
(603) 740-2261  
LDRP and Level II Nursery  
Staff 1/2004-8/2005  
Reason for leaving: relocated to MA

### Education

- Frontier Nursing University  
195 School Street Hyden, KY 41749  
Degree: Master of Science; Nursing  
Dates attended: 03/01/2008 - 05/15/2011
- Great Bay College  
320 Corporate Drive Portsmouth, NH 03801  
Degree: Associates Degree, Nursing  
Dates attended: 03/01/2000 - 05/01/2003
- Clark University  
950 Main Street Worcester, MA 01610  
Degree: 2 completed years of Liberal Arts program  
Dates attended: 09/01/1998 - 05/01/2000

### Board Certification

- American Midwifery Certification Board  
Specialty: Nurse-Midwife  
Initial Certification: 12/7/2011-current

### Licensure

- Massachusetts Board of Registration in Nursing  
Specialty: Certified Nurse Midwife  
Initial Certification: 2/15/2012 - current
- Massachusetts Board of Registration in Nursing  
Specialty: Registered Nurse  
Initial Certification: 8/3/2005- current
- Massachusetts Controlled Substance License- current
- DEA license- current
- NH Board of Registration in Nursing:  
RN and APRN/CNM licensure- current

Internships

- St. Elizabeth's Medical Center: Labor/Delivery/Post Partum  
736 Cambridge Street Brighton, MA  
(617) 562-7018  
Supervisors: Kathleen Jones-McWilliams CNM & Kathryn Carr CNM  
Dates: 09/15/2011 - 11/1/2011
- Progressive Women's Health  
7600 Southern Blvd Boardman, OH 44512  
Supervisor: Rachel Sieman CNM  
(330) 518-7625  
Dates: 11/1/2010 - 5/10/2011
- Northside Medical Center: Labor & Delivery/Post Partum  
500 Gypsy Lane Youngstown, OH 44501  
Supervisor: Rachel Sieman CNM  
(330) 518-7625  
Dates: 02/1/2011-5/10/2011
- St. Elizabeth's Hospital: Labor & Delivery/Post Partum  
1044 Belmont Ave. Youngstown, OH 44501  
Supervisor: Rachel Sieman CNM  
(330) 518-7625  
Dates: 01/1/2011-5/10/2011

\*Professional and Personal References Available upon request

## Brittany Yasin

---

### REGISTERED NURSE

- Offering 7 years experience as a Registered Nurse in the states of Massachusetts and New Hampshire providing optimal care along side providers to our patients during labor, delivery, postpartum, and surgical procedures. Administering medications as prescribed by the provider. Fulfilling the role of charge nurse on the obstetric unit, monitoring maternal and fetal well being and providing the patients with optimal patient care.
- Offering 4.5 years experience as a Protective Service Worker, investigating abuse and neglect allegations of older adults in the community and collaborating with other professionals to design safety plans for clients to remain living in the community. Providing support to the client with court cases and follow through with safety plans.
- Offering 2 years experience as a Senior Counselor at a Residential Treatment Facility, ensuring the safety of line staff and juvenile sexual offenders who reside at the treatment facility. Responding to and deescalating crisis situations and administering medications. Rape Aggression Defense (RAD) trainer for female staff who wish to be trained in RAD self defense program.
- Offering 7 months experience as a Home Care Worker, providing care for clients with various medical diagnoses, many requiring around the clock care, providing overnight supervision and care, providing assistance with medication reminders, personal care, transfers, toileting, house work, and meal preparation.

---

### EDUCATION

MGH Institute of Health Professions; Boston, MA (BSN)  
Bachelors of Science in Nursing –2014 GPA: 3.89

University of Massachusetts; Amherst, MA  
(BA) Bachelor of Arts in Psychology – 2006

### LICENSE / CERTIFICATIONS

Registered Nurse License # RN2293596 (Expires 2/2018)  
CPR Certification (Expires 11/2017)  
NRP Certification (Expires 9/2017)

---

### PROFESSIONAL EXPERIENCE

Exeter Hospital Family Center.

August 2019- Present

Registered Nurse: Labor and Delivery

- Monitor maternal and fetal well being during labor, delivery, and postpartum
- Coordinate care with the provider for antenatal, laboring, and postpartum patients, and neonates
- Assist the provider during delivery, examination, treatment, and surgical procedures
- Provide patient education during labor, postpartum, and newborn care
- Administer prescribed medications both orally and intravenously as ordered by the obstetrician
- Perform basic phlebotomy skills placing intravenous lines and drawing blood



- CPR and NRP certified

**NORTHSHORE MEDICAL CENTER BIRTHPLACE, SALEM, MA**

September 2014- Present

**Registered Nurse: Labor and Delivery**

- Monitor maternal and fetal well being during labor, delivery, and postpartum
- Coordinate care with the provider for antenatal, laboring, and postpartum patients, and neonates
- Assist the provider during delivery, examination, treatment, and surgical procedures
- Provide patient education during labor, postpartum, and newborn care
- Acted as preceptor for new staff and student nurses
- Fulfilled the roll of charge nurse
- Administer prescribed medications both orally and intravenously as ordered by the obstetrician
- Perform basic phlebotomy skills placing intravenous lines and drawing blood

**VISITING ANGELS HOME CARE INC., DANVERS, MA**

November 2013-May 2014

**Home Care Worker**

- Provide care for clients with various medical diagnoses, many requiring around the clock care
- Provide overnight supervision and care
- Provide assistance with medication reminders, personal care, transfers, toileting, house work, and meal preparation

**ELDER SERVICES OF THE MERRIMACK VALLEY; LAWRENCE, MA**

August 2008-December 2012

**Protective Services Worker**

- Investigate various allegations of abuse and neglect of older adults residing in the community
- Design and help implement safety plans to help clients remain living safely in the community
- Interface with doctors and nurses in various settings to devise safe discharge plans for clients
- Consult with Psychiatrists when clients capacity is in question to see if Neurological testing is needed
- Collaborate with doctors in private practices to ensure that everyone involved is working together to ensure the clients safety and to allow them to remain as independent as possible in the community

**STETSON SCHOOL INC., BARRE, MA**

September 2005-August 2008

**Senior Counselor**

- Assist in supervisory duties to ensure the safety of juvenile sexual offenders, ages 9 to 22 and the line staff in a residential treatment facility
- Responsible to respond to and deescalate student crisis situations on a nightly basis
- Administer medication to students on a daily basis
- Provide students with a wide range of support, instruction, and rehabilitation in a residential setting
- Rape Aggression Defense (RAD) trainer for female staff who wish to be trained in RAD self defense program

---

**ACHIEVEMENTS AND QULAIFICATIONS**

- CPR and NRP certified
- Charge Nurse Trained in previous nurse position
- Trained and knowledgeable in HIPPA and OSHA
- Current member of the Nursing Honors Society; Sigma Theta Tau International
- Student Leader: Tutor 2013-2014
- Knowledge and training in the use of Therapeutic Crisis Intervention

- Experience in teaching self defense classes to women through the R.A.D. program
- Clinically trained in Suicide Prevention by the Gatekeeper Training Program
- Trained in many issues with older adults such as end of life care decisions and various types of dementia
- Team Player Award 2011 and 2012, Elder Services of Merrimack Valley

**Ash Draper, MSN, CNM, WHNP-BC**

**Education:**

**Yale University School of Nursing, New Haven CT**

May 2016

Master of Science in Nursing

Certified Nurse Midwife/Women's Health Nurse Practitioner Specialties

**Northeastern University, Boston MA**

May 2011

Bachelor of Science, Biology, *summa cum laude*

**Licenses/ Certifications:**

- American Midwifery Certification Board certified- June 2, 2016; MA, NY & CT licensed, NH pending
- National Certification Corp. Women's Health NP certified- June 8, 2016; CT licensed, NH pending
- Registered Nurse: active in MA & CT, pending in NH, previously NY and RI
- Neonatal Resuscitation Program recertified- December 6, 2017
- American Heart Association Advanced Cardiovascular Life Support certified- August 16, 2017, expired.
- American Heart Association Basic Life Support recertified December 16, 2021
- Advanced Life Support in Obstetrics certified- May 25, 2017
- Nexplanon certified- December 3, 2015, Nexplanon update training May 15, 2019
- Centering Healthcare Institute: Basic Facilitation Workshop- March 2017
- Advanced Midwifery Workshop at The Farm Midwifery Center in Summertown TN- June 2015

**Midwifery Work Experience:**

**Yale University School of Nursing, New Haven CT**

July 2018–Present

- Full scope care serving an urban population of uninsured, underinsured, and privately insured patients
- Outpatient at a FQHC: comprehensive gynecological and obstetric care, endometrial biopsies, LARC insertion/removal, management of our practice's high risk OB list monthly with MFM
- Inpatient at Yale New Haven Hospital (YNHH): high volume, OB triage, intrapartum & postpartum care, training MD residents in the midwifery model of care
- Preceptor to midwife, nurse practitioner, physician associate, and medical students
- Lecturer in Primary Care and faculty advisor for student-led Health Justice program
- Interviewer of prospective students in the CNM and WHNP programs and active in admission process
- Active participant in the YNHH Committee in Support of Vaginal Birth and the OBGYN department Racism/DEI Clinical Task Force

**University of Vermont Health Network Alice Hyde Medical Center, Malone NY**

Dec 2016–May 2018

- Full scope care serving a diverse rural population that includes Amish, Mennonite, Native American, and incarcerated women
- Pioneer program for women's health care at Akwesasne Mohawk Reservation Indian Health Service
- Petitioned for and led implementation of nitrous oxide, increasing pain management options in labor
- Inpatient: breech, TOLAC, 1<sup>st</sup> assist for cesarean, OB triage, intrapartum and postpartum care
- Outpatient: prenatal care, adolescent through aging gynecologic care; experienced with IUD/ Nexplanon insertion and removal, endometrial and vulvar biopsy, mental health management

**Awards:**

Yale Preceptor of the Year, awarded June 2019

U.S. Department of Health and Human Services NURSE Corps Scholar

**Yesenia Rosario**



**EDUCATION:**

**New Hampshire Technical College:1994-1996**

**Manchester NH 03102**

**Manchester West High School:1991-1994**

**Manchester NH 03102**

**Parkside Middle School: 1987-1991**

**Manchester NH 03102**

**EXPERIENCE:**

**(MCHC) Amoskeag Health: 2016-Present**

**145 Hollis Street**

**1245 Elm Street**

**Manchester NH 03101**

**Manchester NH 03101**

**CHW / BCCP Coordinator:**

**Duties: Help identify patients who have not had their recommended cancer prevention screenings such as Breast, Cervical and Colorectal Screenings. Work with providers, staff and patients to get appointments scheduled and answer any questions they might have. Document what has been done in patients chart. Enroll patients in BCCP if**

they qualify and do all the paperwork for the state. Keep track of patients appointments and see if they have been completed. Inform the state of completed or outcomes of exams. Fill out or follow up with any pertinent paperwork for the clinic as well as the facilities and the state. Send the state a monthly report.

**Manchester Community Health Center:** 2011-2016

145 Hollis Street

184 Tarrytown Road

Manchester NH 03101

Manchester NH 03103

*Front Office / Receptionist:*

Duties: Greet, Check-In patients. Verify and update any information such as name, address, insurance etc, in patients charts. Depending on what the patients are here for make sure they have the appropriate paperwork to fill out or already filled out. If it's a New Patient make sure New Patient packet is filled out correctly and update all information in system. Take care of walk-ins and decipher if a nurse is needed. For example, if a patient is sick, if its something we can just send phone notes to the appropriate person to, such as, paperwork that needs to be filled out, a prescription request, Or direct patients to the phone to make a phone call to the call center. Schedule / Reschedule Intake appointments if needed. Take care of late patients, or re-direct patients to correct locations if they are checking in the wrong location. Contact MA's to inform them of any situations such as patients being late or other needs patients might have. Prepare Inter-office paperwork daily for pickup. Take payments from patients and contact billing with any billing issues patients might have or send them flags / messages. Cash out at the end of the day and send that with the daily pickup every morning. Clean up and make sure waiting area is in order. Order or request supplies as needed. If a patient comes in for a free pregnancy test, give patient form to fill out and have patient give a urine sample. Then give the nurse the form to come get the urine sample and have her speak with the patient. I print out immunization records or lab orders for patients that might need them. If a patient comes in to pickup a document, RX or other. I verify it's the patient and / or auth reps and give to them. Print and make sure we have enough supplies of every document we need on hand such as New Patient Packets, Handbooks, Intake Forms etc, both in Spanish and English. Patients coming in for Physicals that are 18 and over we have to give out SBIRT forms. Sometimes I am also asked to Interpret for

Spanish speaking patients. I also started in the call center my first 6 months here at MCHC.

**Manchester Community Health Center:** 2011-2012

145 Hollis Street

Manchester NH 03101

*Call Center:*

*Duties:* Answer calls, document messages / phone notes and direct them where needed. Schedule appointments.

**(Elliot Health System) Elliot Hospital:** 2005-2011

One Elliot Way

Manchester NH 03103

*Receptionist / Scheduler*

*Duties:* Greet, Check-In, register patients and take them back to their assigned room. Call patients to Pre-register prior to the date of service if possible. Answer phones, schedule surgical appointments. Prepare patient charts prior to date of service. Also request labs, EKG's, H+P's etc from PCP's offices and / or other facilities for Pre-op Nurse and / or Anesthesiologist to review prior to date of service. Served as Spanish Interpreter as needed. Worked on schedules to move cases, reschedule and / or cancel surgeries as requested.

**New Hampshire Orthopaedic Surgery:** 1998-2005

700 Lake Ave

Manchester NH 03103

*Scheduling Coordinator:*

**Duties:** Schedule tests and therapies for patients such as MRI's CT Scans, PT and OT. Call Insurance companies to check if Pre-cert was needed. Keep track of appts and schedule follow-up appointments for patients.

**(EHS) Tarrytown Internal Medicine Associates: 1994-1998**

4 Elliot Way

Manchester NH 03103

*Medical Records / Medical Assistant:*

**Duties:** Filed and Pulled records. Did internship here and then worked as MA in both clinical and clerical areas. Took patients back to rooms, called in prescriptions, went back and forth with messages from patients to doctors and vice versa. Checked out patients and scheduled appointments. Made follow-up calls etc.

**SKILLS:**

Bilingual—Read and Write Spanish and English

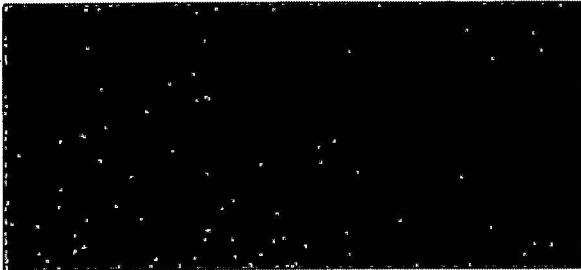
Organized

Dedicated

Hard Worker

Like to help people

Computer Oriented





**REFERENCES:**

Upon request



**Amoskeag Health –  
Key Personnel**

Family Planning Services  
07/01/2023-06/30/2024

Name	Job Title	Salary Amount Paid from this Contract
Gavin Muir	Chief Medical Officer	Jul-Sept \$ 1,970
Maureen Cassidy	Chief Nursing Officer/Chief Compliance Officer	Jul-Sept \$ 1,046
Vy Nguyen	Front Office Check in Staff	Jul-Sept \$ 930
Jessica Duchano-Ader	Program Coordinator/Nurse	Jul-Sept \$ 5,856
Kristin Fossum	Nurse	Jul-Sept \$ 934
Kristin Logan	Nurse Practitioner	Jul-Sept \$ 1,544
Kristian Orestis	Certified Nurse Midwife	Jul-Sept \$ 6,794
Brittany Yasin	Prenatal Nurse	Jul-Sept \$ 631
Jessica Duchano-Ader	Program Coordinator/Nurse	Oct-Jun \$42,413
Kristin Logan	Nurse Practitioner	Oct-Jun \$ 4,650
Kristian Orestis	Certified Nurse Midwife	Oct-Jun \$ 9,801
Ash Draper	Nurse Midwife	Oct-Jun \$ 8,190

TANF  
07/01/2023-06/30/2024

Name	Job Title	Salary Amount Paid from this Contract
Jessica Duchano-Ader	Program Coordinator/Nurse	Jul-Sept \$4,930
Jessica Duchano-Ader	Program Coordinator/Nurse	Oct-Jun \$3,393
Yesenia Rosario	Patient Care Coordinator	Oct-Jun \$3,115

**Amoskeag Health –  
Key Personnel**

Family Planning Services  
07/01/2024-06/30/2025

Name	Job Title	Salary Amount Paid from this Contract
Jessica Duchano-Ader	Program Coordinator/Nurse	\$ 57,398
Kristin Logan	Nurse Practitioner	\$ 6,293
Kristian Orestis	Certified Nurse Midwife	\$ 13,265
Ashley Draper	Nurse Midwife	\$ 11,084

TANF  
07/01/2024-06/30/2025

Name	Job Title	Salary Amount Paid from this Contract
Jessica Duchano-Ader	Program Coordinator/Nurse	\$ 4,592
Yesenia Rosario	Patient Care Coordinator	\$ 4,216

15 E mac



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

Lori A. Sbibinette  
Commissioner

Patricia M. Tibley  
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

July 15, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Amoskeag Health (VC#157274), Manchester, NH, for Reproductive and Sexual Health Services, by increasing the price limitation by \$54,114 from \$335,512 to \$389,626 with no change to the contract completion date of December 31, 2023, effective upon Governor and Council approval. 61.55% Federal Funds. 38.45% General Funds. The original contract was approved by Governor and Council on December 22, 2021, Item #41C.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

**05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Rel	90080206	\$32,308	\$0	\$32,308
2023	074-500589	Grants for Pub Asst and Rel	90080017	\$0	\$22,070	\$22,070
2023	074-500589	Grants for Pub Asst and Rel	90080206	\$32,308	\$38,943	\$71,251
2024	074-500589	Grants for Pub Asst and Rel	90080206	\$16,154	\$22,710	\$38,864
			<b>Subtotal</b>	<b>\$80,770</b>	<b>\$83,723</b>	<b>\$164,493</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Grants for Pub Asst and Rel	45030203	\$35,594	\$0	\$35,594
2023	074-500585	Grants for Pub Asst and Rel	45030203	\$35,594	(\$9,889)	\$25,705
2024	074-500585	Grants for Pub Asst and Rel	45030203	\$17,797	(\$3,776)	\$14,021
			<b>Subtotal</b>	<b>\$88,985</b>	<b>(\$13,665)</b>	<b>\$75,320</b>

**05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM 100% General Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Serv.	90080207	\$66,303	\$0	\$66,303
2023	102-500731	Contracts for Prog Serv.	90080207	\$66,303	(\$12,267)	\$54,036
2024	102-500731	Contracts for Prog Serv.	90080207	\$33,151	(\$3,677)	\$29,474
			<b>Subtotal</b>	<b>\$165,757</b>	<b>(\$15,944)</b>	<b>\$149,813</b>
			<b>Total</b>	<b>\$335,512</b>	<b>\$54,114</b>	<b>\$389,626</b>

**EXPLANATION**

The purpose of this request is provide family planning clinical services, STI and HIV counseling and testing, cancer screening and health education materials for low-income individuals in need of sexual and reproductive health care services.

Approximately 600 individuals will be served under this Agreement through December 31, 2023.

The Contractor has provided the Department a written, signed attestation asserting that they have reviewed and are in compliance with the Title X regulation (42 CFR, Part 59), and that they do not provide abortion services. As such, this provider is not a reproductive health facility as defined in RSA 132:37, I.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through these contracts, the Department is partnering with a federally qualified health center located in an urban area to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Individuals with lower levels of education and income, uninsured, underinsured, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

The Contractor will provide family planning and reproductive health services to individuals in need with a heightened focus on vulnerable and low-income populations including, but not limited to the Uninsured; Underinsured; individuals who are eligible and/or are receiving Medicaid services, adolescents; lesbian gay bisexual transgender, and or questioning (LGBTQ); individuals in need of confidential services; individuals at or below two hundred fifty percent (250%) federal poverty level; refugees; and individuals at risk of unintended pregnancy due to substance abuse. The effectiveness of the services delivered by the Contractor will be measured by monitoring the percentage of:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program that were uninsured or 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.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a most or moderately effective contraceptive method.

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

Area served: Statewide

Source of Funds: CFDA #93.217, FAIN FPHPA006511 and CFDA #93.558, FAIN 2001NHTANF.

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

Respectfully submitted,



*LS*  
Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Reproductive and Sexual Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22<sup>nd</sup>, 2021 (Item #41C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$389,626
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services Subsection 2.10 to read:
  - 2.10 The Contractor shall work with the Department's Contractor for the technical assistance required to meet integration requirements between the EMR and the NH Family Planning Program data base system for FPAR 2.0, until March 31, 2023.
4. Modify Exhibit B, Scope of Services Paragraph 2.12.5 through subparagraph 2.12.5.6 to read:
  - 2.12.5 The Contractor shall establish an I&E Committee/ Advisory Board comprised of individuals within the targeted population or/or communities for which the materials are intended. The I&E Committee /Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:
    - 2.12.5.1 Race;
    - 2.12.5.2 Color;
    - 2.12.5.3 National origin;
    - 2.12.5.4 Handicapped condition;
    - 2.12.5.5 Sex, and
    - 2.12.5.6 Age.
5. Modify Exhibit B, Scope of Services Paragraph 2.12.7 to read:  
Reserved

6. Modify Exhibit B, Scope of Services Subparagraph 2.12.8.2 to read:
  - 2.12.8.2 Health education and information materials are reviewed by the I&E Committee in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
7. Modify Exhibit B, Scope of Services by adding Subparagraph 2.16.2.1 to read:
  - 2.16.2.1 The Contractor shall have at least one (1) LARC method available, at each clinic location site, for insertion for any family planning client who requests a LARC method of contraception.
8. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C-2, Family Planning Budget by replacing in its entirety with Exhibit C-2, Family Planning Budget Amendment #1, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit C-3, Family Planning Budget by replacing in its entirety with Exhibit C-3, Family Planning Budget Amendment #1, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit C-5, TANF Budget by replacing in its entirety with Exhibit C-5, TANF Budget Amendment #1, which is attached hereto and incorporated by reference herein.
12. Modify Exhibit C-6, TANF Budget by replacing in its entirety with Exhibit C-6, TANF Budget Amendment #1, which is attached hereto and incorporated by reference herein.
13. Add Exhibit C-7, FPAR Budget Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

7/19/2022

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

Amoskeag Health

7/15/2022

Date

DocuSigned by:

Kevin S. McCracken

Name: Kevin S. McCracken

Title: President/CEO



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

OFFICE OF THE ATTORNEY GENERAL

7/20/2022

Date

DocuSigned by:

*Takhmina Rakhmatova*

Name: Takhmina Rakhmatova

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Reproductive and Sexual Health Services  
EXHIBIT C Amendment 1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 61.55% Federal Funding from the Family Planning Services Grants, as awarded on March 23, 2022, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006511 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 2001NHTANF.
  - 1.2. 38.45% State General funds.
2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the Department approved budget line items in Exhibits C-1, Budget through Exhibit C-7 FPAR Budget Amendment 1.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
  - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.

DS  


**New Hampshire Department of Health and Human Services  
Reproductive and Sexual Health Services  
EXHIBIT C Amendment 1**

---

- 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B. Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines 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.
13. Audits
  - 13.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:

**New Hampshire Department of Health and Human Services  
Reproductive and Sexual Health Services  
EXHIBIT C Amendment 1**

---

- 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source; may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 13.6. 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-2, Family Planning Budget Amendment #1

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <i>Amoskeag Health</i> Budget Request for: <i>Family Planning</i> Budget Period <i>G&amp;C Approval - June 30, 2023</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$92,257
2. Fringe Benefits	\$21,404
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$237
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$113,897</b>
<b>Total Indirect Costs</b>	<b>\$11,390</b>
<b>TOTAL</b>	<b>\$125,287</b>

Exhibit C-3, Family Planning Budget Amendment #1

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>Amoskeag Health</u>	
Budget Request for: <u>Family Planning</u>	
Budget Period <u>July 1, 2023 - December 31, 2023</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$50,182
2. Fringe Benefits	\$11,642
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$301
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$62,125</b>
<b>Total Indirect Costs</b>	<b>\$6,213</b>
<b>TOTAL</b>	<b>\$68,338</b>

Exhibit C-5, TANF Budget Amendment #1

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Amoskeag Health</u> Budget Request for: <u>Family Planning</u> Budget Period <u>G&amp;C Approval - June 30, 2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$18,435
2. Fringe Benefits	\$4,277
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$7
7. Software	\$650
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$23,368</b>
<b>Total Indirect Costs</b>	<b>\$2,337</b>
<b>TOTAL</b>	<b>\$25,705</b>

Exhibit C-6, TANF Budget Amendment #1

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <i>Amoskeag Health</i> Budget Request for: <i>Family Planning</i> Budget Period <i>July 1, 2023 - December 31, 2023</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$9,914
2. Fringe Benefits	\$2,300
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$32
7. Software	\$500
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$12,746</b>
<b>Total Indirect Costs</b>	<b>\$1,275</b>
<b>TOTAL</b>	<b>\$14,021</b>

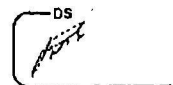




Exhibit C-7, FPAR Budget Amendment #1

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>Amoskeag Health</u>	
Budget Request for: <u>FPAR</u>	
Budget Period <u>G&amp;C Approval - March 31, 2023</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$7,283
2. Fringe Benefits	\$1,690
3. Consultants	\$9,000
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$91
7. Software	\$2,000
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$20,064</b>
<b>Total Indirect Costs</b>	<b>\$2,006</b>
<b>TOTAL</b>	<b>\$22,070</b>

41C mac



Lori A. Shibanette  
Commissioner

Patricia M. Tilley  
Director

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

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

December 7, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$2,055,498 to provide reproductive and sexual health services to individuals in need with a heightened focus on vulnerable and/or low-income populations, with two (2) renewals options for two (2) years each, effective January 1, 2022, or upon Governor and Council approval, whichever is later, through December 31, 2023. 54% General Funds. 46% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Amoskeag Health	157274-B001	Manchester, NH	\$335,512
Coos County Family Health	155327-B001	Berlin, NH	\$268,152
Concord Feminist Health Center d/b/a Equality Health Center	257562-B001	Concord, NH	\$558,395
Joan G. Lovering Health Center	175132-R001	Greenland, NH	\$336,934
Lamprey Health Care	177677-R001	Nashua, NH	\$431,505
Planned Parenthood of Northern New England	177528-R002	Claremont, Manchester, Keene, Derry, and Exeter	\$125,000
			<b>\$ 2,055,498</b>

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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**

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

The purpose of this request is provide family planning clinical services, STD and HIV counseling and testing, and health education materials to low-income individuals in need of sexual and reproductive health care services. All services shall adhere to the Title X Family Planning Program regulations, which is a federal grant program dedicated to providing individuals with comprehensive family planning and related preventive health services.

Approximately 15,000 individuals will be served from January 1, 2022 through December 31, 2023

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. Through this contract, the Department is partnering with health centers located in rural and urban areas to ensure that access to affordable reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Individuals with lower levels of education and income, uninsured, underinsured, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

The Contractors will provide family planning and reproductive health services to individuals in need, with a heightened focus on vulnerable and low-income populations including, but not limited to the uninsured; underinsured; individuals who are eligible for and/or are receiving Medicaid services, adolescents; lesbian gay bisexual transgender, and/or questioning (LGBTQ); individuals in need of confidential services; individuals at or below 250 percent federal poverty level; refugees; and individuals at risk of unintended pregnancy due to substance abuse.

The effectiveness of the services delivered by the Contractors listed above will be measured by monitoring the percentage of:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program who were uninsured or 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 STD/HIV reduction education.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a mostly or moderately effective contraceptive method.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 8, 2021 through November 4, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to exercise two (2) renewals options, for two (2) years each, 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 sustainability of New Hampshire's reproductive health care system will be negatively impacted. Not authorizing this

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

request could remove the safety net of services that improves birth outcomes, prevents unplanned pregnancy and reduces health disparities, which could increase the cost of health care for New Hampshire citizens.

Source of Federal Funds: Assistance Listing Number CFDA #93.217, FAIN FPHPA006407 and CFDA #93.558, FAIN 2001NHTANF.

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Shibinette*  
24BAB37EDBE8488...

Lori A. Shibinette  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**  
**Family Planning**  
**SFY 22-23-24 Contracts**

05-95-90-902010-6630 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM  
 FAJN # FPHPA006407

CFDA #93.217 100% Federal Funds  
 FUNDER: -U.S. Department of Health and Human  
 Services, Office of Assistant Secretary of Health  
 100% Federal Fund

**AMOSKEAG HEALTH - VENDOR #157274-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	\$32,308
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	\$32,308
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	\$16,154
			<b>Subtotal:</b>	<b>\$80,770</b>

**COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	\$26,733
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	\$26,733
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	\$13,366
			<b>Subtotal:</b>	<b>\$66,832</b>

**Concord Feminist Health Center d/b/a Equality Health Center - VENDOR #257562-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	\$39,244
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	\$39,244
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	\$19,622
			<b>Subtotal:</b>	<b>\$98,110</b>

**LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	\$33,775
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	\$33,775
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	\$16,888
			Subtotal:	\$84,438

**JOAN G. LOVERING HEALTH CENTER - VENDOR #175132-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	90080206	\$29,697
SFY 23	074-500585	Grants for Pub Asst and Rel	90080206	\$29,697
SFY 24	074-500585	Grants for Pub Asst and Rel	90080206	\$14,850
			Subtotal:	\$74,244
			Total Federal Funds	\$404,394

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, FAMILY PLANNING PROGRAM  
100% General Fund

**AMOSKEAG HEALTH - VENDOR #157274-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	\$66,303
SFY 23	102-500731	Contracts for Prog Serv.	90080207	\$66,303
SFY 24	102-500731	Contracts for Prog Serv.	90080207	\$33,151
			Subtotal:	\$165,757

**COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	\$52,398
SFY 23	102-500731	Contracts for Prog Serv.	90080207	\$52,398
SFY 24	102-500731	Contracts for Prog Serv.	90080207	\$26,199
			Subtotal:	\$130,995

**Concord Feminist Health Center d/b/a Equality Health Center- VENDOR #267662-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	\$119,801
SFY 23	102-500731	Contracts for Prog Serv.	90080207	\$119,801
SFY 24	102-500731	Contracts for Prog Serv.	90080207	\$59,901
			<b>Subtotal:</b>	<b>\$299,503</b>

**LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	\$90,333
SFY 23	102-500731	Contracts for Prog Serv.	90080207	\$90,333
SFY 24	102-500731	Contracts for Prog Serv.	90080207	\$45,167
			<b>Subtotal:</b>	<b>\$225,833</b>

**JOAN G. LOVERING HEALTH CENTER - VENDOR #176132-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080207	\$68,372
SFY 23	102-500731	Contracts for Prog Serv.	90080207	\$68,372
SFY 24	102-500731	Contracts for Prog Serv.	90080207	\$34,186
			<b>Subtotal:</b>	<b>\$170,930</b>

**PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND - VENDOR #177628-R002**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	102-500731	Contracts for Prog Serv.	90080213	\$50,000
SFY 23	102-500731	Contracts for Prog Serv.	90080213	\$50,000
SFY 24	102-500731	Contracts for Prog Serv.	90080213	\$25,000
			<b>Subtotal:</b>	<b>\$125,000.0</b>
			<b>Total General Fund:</b>	<b>1,118,017</b>
			<b>TOTAL AU 6630</b>	<b>1,622,411</b>

05-96-46-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY  
ASSISTANCE TO NEEDY FAMILIES  
FAIN# 1801NHTANF  
CFDA# 93.558  
FUNDER: US DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR  
CHILDREN  
& FAMILIES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (ACF, TANF)  
100% Federal Funds

AMOSKEAG HEALTH - VENDOR #167274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	\$35,594
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	\$35,594
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	\$17,797
			Subtotal:	\$88,986



**COOS COUNTY FAMILY HEALTH - VENDOR #155327-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	\$28,130
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	\$28,130
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	\$14,085
			Subtotal:	\$70,325

**Concord Feminist Health Center d/b/a Equality Health Center - VENDOR #257582-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	\$64,313
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	\$64,313
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	\$32,156
			Subtotal:	\$160,782

**LAMPREY HEALTH HEALTH CARE - VENDOR #177677-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	\$48,494
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	\$48,494
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	\$24,247
			Subtotal:	\$121,235

**JOAN G. LOVERING HEALTH CENTER - VENDOR #175132-R001**

Fiscal Year	Class / Account	Class Title	Job Number	Budget
SFY 22	074-500585	Grants for Pub Asst and Rel	45030203	\$36,704
SFY 23	074-500585	Grants for Pub Asst and Rel	45030203	\$36,704
SFY 24	074-500585	Grants for Pub Asst and Rel	45030203	\$18,352
			Subtotal:	\$91,760
			TOTAL AU 6146	\$533,087
			GRAND TOTAL	\$2,056,498

New Hampshire Department of Health and Human Services  
 Division of Finance and Procurement  
 Bureau of Contracts and Procurement  
 Scoring Sheet

Project ID # RFP-2022-DPHS-17-REPRO  
 Project Title Reproductive and Sexual Health Services

	Maximum Points Available	Amoskeeg Health	Coos County Family Health Services	Equality Health Center	Lamprey Healthcare	Planned Parenthood	The Loving Health Center
<b>Technical</b>							
Experience (Q1)	20	18	12	15	15	15	19
Overall Capacity (Q2)	35	30	13	25	30	27	35
Clinical Services (Q3)	40	33	30	35	35	35	40
Same Day LARC Insertion and Contraception (Q4)	35	28	25	35	25	35	35
Outreach and Education (Q5)	20	5	15	13	19	10	20
Staffing Plan (Q6)	20	13	18	15	15	15	20
Reporting (Q7)	25	15	16	17	16	10	20
Data Requirements (Q8)	10	7	8	7	8	5	9
Quality Improvement Experience and Capacity (Q9)	25	22	23	18	20	25	25
Performance Measures (Appendix M) (Q10)	30	20	22	15	20	5	30
Subtotal - Technical	260	191	182	195	203	182	253
<b>TOTAL POINTS</b>	<b>260</b>	<b>191</b>	<b>182</b>	<b>195</b>	<b>203</b>	<b>182</b>	<b>253</b>

1. Hailey Johnston
2. Rhonda Siegel
3. Brittany Foley

- Program Specialist IV
- Administrator III
- Health Promotion Advisor

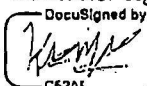
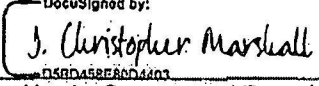
Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-01)

**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****I. 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) 626-5210	1.6 Account Number 05-095-090-902010-5530 05-095-045-450010-6146	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$335,512
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 12/6/2021		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 12/6/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
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: 12/6/2021			
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 as indicated in block 1.17, 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. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

DS  
*[Signature]*

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials \_\_\_\_\_  
Date 12/6/2021

DS  
*[Signature]*



**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, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) times for two (2) additional years each time, from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

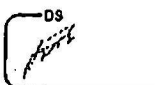
1.3 Add Paragraph 25, Requirements for Family Planning Projects, as follows:

25. The Contractor shall comply with all of the following provisions:

25.1 No state funds shall be used to subsidize abortions, either directly or indirectly. The family planning project will permit the Commissioner of the Department of Health and Human Services, or his or her designated agent or delegate, to inspect the financial records of the family planning project to monitor compliance with this requirement.

25.2 At the end of each fiscal year, the Commissioner shall certify, in writing, to the Governor and Council that he or she personally, or through a designated agent or delegate, has reviewed the expenditure of funds awarded to a family planning project and that no state funds awarded by the Department have been used to provide abortion services.

25.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion


DS  


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

**EXHIBIT A**

---

services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility; as defined in RSA 132:37.

DS  




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

**Scope of Services**

**1. General Terms**

- 1.1. For the purposes of this Agreement, the Contractor shall provide all services in accordance with the Title X Family Planning Program, which is a federal grant program dedicated to providing individuals with comprehensive family planning and related preventive health services.
- 1.2. For the purposes of this Agreement, all references to days shall mean business days.
- 1.3. The Contractor shall not utilize any funds provided under this Agreement for abortion services.


**2. Statement of Work**

- 2.1. The Contractor shall provide family planning and reproductive health services to individuals in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:
  - 2.1.1. Uninsured.
  - 2.1.2. Underinsured.
  - 2.1.3. Individuals who are eligible and/or are receiving Medicaid services.
  - 2.1.4. Adolescents.
  - 2.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).
  - 2.1.6. Those in need of Confidential Services, as defined in 42 C.F.R. § 59.11.
  - 2.1.7. Individuals at or below 250 percent federal poverty level.
  - 2.1.8. Refugees.
  - 2.1.9. Persons at risk of unintended pregnancy due to substance abuse.
- 2.2. The Contractor shall provide services to a minimum of 650 individuals each State Fiscal Year of the Agreement.
- 2.3. The Contractor shall provide family planning and reproductive health services that include, but are not limited to:
  - 2.3.1. Clinical services.
  - 2.3.2. Sexually Transmitted Diseases (STD) and Human Immunodeficiency Virus (HIV) testing.
  - 2.3.3. STD and HIV counseling.
  - 2.3.4. Sexual health education materials including topics on sterilization, STI prevention, contraception and abstinence.

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

---

- 2.3.5. Preconception Health for all individuals of childbearing age.
- 2.4. The Contractor shall make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Attachment 1, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.
- 2.5. The Contractor shall determine the eligibility of individuals for services under this Agreement in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 2.6. The Contractor shall 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, effective every February 1 of year each or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted every March of this Agreement, in accordance with the reporting calendar.
- 2.7. The Contactor shall provide documentation verifying proof of an established Electronic Medical Record (EMR) to the Department within thirty (30) days of Governor and Council approval of this Agreement.
- 2.8. The Contractor shall work directly with the Department's database Contractor to ensure full integration of their EMR with the Department's FPAR 2.0 compliant Family Planning database no later than June 30, 2022.
- 2.9. The Contactor shall manually enter FPAR 2.0 data elements as required by federal and any state required data elements into the Department's Family Planning database starting January 1, 2022 until their EMR is fully integrated, but no later than the June 30, 2022.
- 2.10. The Contractor shall work with the Department's Contractor for the technical assistance required to meet integration requirements between the EMR and the NH Family Planning Program data base system for FPAR 2.0.
- 2.11. Clinical Services
- 2.11.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable federal and state guidelines including the New Hampshire Title X Family Planning Clinical Services Guidelines (Attachment 2).
- 2.11.2. The Contractor shall follow and maintain established written internal protocols, policies, practices and clinical family planning guidelines that comply with Title X rules, and will provide copies of said materials to the Department upon request.
- 2.11.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the

DS  


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

---

New Hampshire Family Planning Clinical Services Guidelines prior to providing any services under this Agreement.

- 2.11.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature within thirty (30) days of Governor and Council approval of this Agreement, and on an annual basis by August 31.
- 2.11.5. The Contractor shall ensure any staff subsequently added to provide Title X services also sign the New Hampshire Family Planning Clinical Services Guidelines signature page prior to providing direct care and/or education.
- 2.11.6. The Contractor shall ensure reproductive and sexual health medical services are performed under the direction of a Medical Director who is a licensed physician with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 2.11.7. The Contractor shall provide a broad range of contraceptive methods including, but not limited to:
  - 2.11.7.1. Intrauterine device (IUD).
  - 2.11.7.2. Contraceptive Implant (Nexplanon).
  - 2.11.7.3. Contraceptive pills.
  - 2.11.7.4. Contraceptive injection (Depo-Provera).
  - 2.11.7.5. Condoms.
  - 2.11.7.6. Fertility awareness based methods (FABM).
- 2.11.8. The Contractor shall provide STD and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines in Attachment 2, New Hampshire Title X Family Planning Clinical Services Guidelines.
- 2.11.9. The Contractor shall provide sterilization counseling and referral services to individuals seeking sterilization services.

**2.12. Health Education and Outreach**

- 2.12.1. The Contractor shall provide health information and educational materials in accordance with Attachment 3, Title X Community Participation, Education and Project Promotion, Section 1. Advisory Committee and Information & Educational (I&E) Materials.
- 2.12.2. The Contractor shall provide the Department an I&E policy for their agency by August 31 of each SFY or as directed by the Department.
- 2.12.3. The Contractor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

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

---

Department within thirty (30) days of Governor and Council approval of this Agreement.

- 2.12.4. The Contractor shall ensure I&E materials are suitable for the populations and communities for which they are intended. Health education material topics may include, but are not limited to:
  - 2.12.4.1. Sexually transmitted diseases (STD).
  - 2.12.4.2. Contraceptive methods.
  - 2.12.4.3. Pre-conception care.
  - 2.12.4.4. Achieving pregnancy/infertility.
  - 2.12.4.5. Adolescent reproductive health.
  - 2.12.4.6. Sexual violence.
  - 2.12.4.7. Abstinence.
  - 2.12.4.8. Pap tests/cancer screenings.
  - 2.12.4.9. Substance misuse services.
  - 2.12.4.10. Mental health.
- 2.12.5. The Contractor shall establish an I&E Committee and Advisory Board comprised of individuals within the targeted population or/communities for which the materials are intended. The I&E Committee and Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:
  - 2.12.5.1. Race;
  - 2.12.5.2. Color;
  - 2.12.5.3. National origin;
  - 2.12.5.4. Handicapped condition;
  - 2.12.5.5. Sex, and
  - 2.12.5.6. Age.
- 2.12.6. The Contractor shall ensure the I&E Committee reviews all information and educational materials at a minimum of two (2) times per year to verify:
  - 2.12.6.1. Materials are up to date on medical accuracy; and
  - 2.12.6.2. Materials are relevant and suitable for to the targeted populations identified in Subsection 1.1, in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

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

---

- 2.12.7. The Contractor shall ensure the Advisory Board assesses the Title X Reproduction and Sexual Health Program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement.
- 2.12.8. The Contractor shall ensure:
  - 2.12.8.1. The I&E Committee and Advisory Board meet two (2) times per year at a minimum.
  - 2.12.8.2. Health education and information materials are reviewed by the Advisory Board in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
  - 2.12.8.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.
- 2.12.9. The Contractor shall submit a listing of the I&E materials to the Department annually on a set date as determined by the Department. Information listed must include, but is not limited to:
  - 2.12.9.1. Title of the I&E material.
  - 2.12.9.2. Subject.
  - 2.12.9.3. Advisory Board approval date.
  - 2.12.9.4. Publisher.
  - 2.12.9.5. Date of publication.
- 2.12.10. The Contractor shall support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to recruit eligible clients to family planning clinics per Attachment 8, NH FPP TANF Policy.
- 2.12.11. The Contractor shall provide program outreach and promotional activities or events utilizing the Temporary Assistance for Needy Families (TANF) funding included in this Agreement. Outreach and promotional activities/events may include, but are not limited to:
  - 2.12.11.1. Outreach coordination.
  - 2.12.11.2. Community table events.
  - 2.12.11.3. Social media.
  - 2.12.11.4. Outreach to schools.

**2.13. Work Plan**

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

---

2.13.1. The Contractor shall develop a Reproductive and Sexual Health Services Work Plan for Year One (1) of the Agreement utilizing the Title X Reproductive and Sexual Health Services Work Plan Template (Attachment 4), and submit the Work Plan to the Department for approval within thirty (30) days of the Effective Date of this Agreement.

2.13.2. The Contractor shall:

2.13.2.1. Track and report Reproductive and Sexual Health Services Work Plan Outcomes;

2.13.2.2. Revise the Work Plan accordingly; and

2.13.2.3. Submit an updated Work Plan to the Department no later than August 31, 2022 for Year Two (2) of the Agreement.

**2.14. Site Visits**

2.14.1. The Contractor shall permit the Department to conduct Site Visits upon request but no less frequently than annually in order to monitor full compliance with Title X Program regulations, which includes but is not limited to ensuring abortion services are not provided as a method of family planning under this Agreement. The Contractor shall:

2.14.1.1. Complete the pre-site visit form to be provided by the Department in advance of each scheduled visit;

2.14.1.2. Pull medical charts; and

2.14.1.3. Pull financial documents for auditing purposes.

**2.15. Training**

2.15.1. The Contractor shall ensure the Director attends in-person and/or web-based meetings and trainings facilitated by the Department upon request. Meetings will include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.

2.15.2. The Contractor shall ensure all family planning staff complete the Title X Orientation e-learning courses, including:

2.15.2.1. "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects," and

2.15.2.2. "Introduction to Reproductive Anatomy and Physiology."

2.15.3. The Contractor shall ensure all family planning staff complete yearly Title X training(s) on topics including:

2.15.3.1. Mandatory Reporting for abuse, rape, incest, and human trafficking;

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

---

- 2.15.3.2. Family Involvement and Coercion;
- 2.15.3.3. Non-Discriminatory Services; and
- 2.15.3.4. Sexually Transmitted Disease.
- 2.15.4. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation.
- 2.15.5. The Contractor shall ensure staff providing STD and HIV counseling are trained utilizing CDC models or tools.
- 2.15.6. The Contractor shall ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:
  - 2.15.6.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
  - 2.15.6.2. Ensure clinical staff who did not attend the "live" webinar view a recording of the training within thirty (30) days of the "live" webinar, as available.
  - 2.15.6.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
- 2.15.7. The Contractor shall keep and maintain staff training logs available to the Department upon request.
- 2.16. Staffing
  - 2.16.1. The Contractor shall ensure 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.
  - 2.16.2. The Contractor shall have at a minimum one (1) clinical provider on staff, available on-site at each clinic location, who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD and Implant; and provide documentation verifying proficiency to the Department within thirty (30) days of Governor and Council approval of this Agreement and on an annual basis no later than August 31, or as directed by the Department.
  - 2.16.3. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Work. The Contractor shall:




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

**EXHIBIT B**

- 2.16.3.1. Ensure staff unfamiliar with the NH Family Planning Program data system currently in use by the NH Family Planning Program (FPP) attend a required one (1) day orientation/training Webinar conducted by the Department's database Contractor.
- 2.16.3.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.
- 2.16.3.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this RFP and maintain documentation verifying this requirement is met.
- 2.16.3.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.
- 2.16.4. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:
  - 2.16.4.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.
  - 2.16.4.1.2. A critical position is vacant for more than thirty (30) days; and
  - 2.16.4.1.3. There is not adequate staffing available to perform required services for more than thirty (30) days.
  - 2.16.4.1.4. If a clinical site is closed for more than thirty (30) days and/or is permanently closed.

**3. Exhibits Incorporated**

- 3.1. The Contractor shall use and disclose Protected Health Information in 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 I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

DS  




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

**EXHIBIT B**

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**4. Reporting and Deliverables**

4.1. The Contractor shall develop and submit the reports as specified in Attachment 5, Family Planning Reporting Calendar to the Department on time, in accordance with the dates in the Reporting Calendar. Reports and reporting activities include but are not limited to:

4.1.1. Tracking and reporting Family Planning and Sexual Health Services performance indicators and measures using Data Trend Tables (DTT) and work plans.

4.1.2. Developing and submitting an Outreach and Education Report to the Department on an annual basis no later than August 31, or as specified by the Department, which outlines the program promotion activities and events including, but not limited to:

4.1.2.1. Outreach to schools.

4.1.2.2. Community resource programs.

4.1.2.3. Social media.

4.1.2.4. Community table events.

4.1.3. Collecting and reporting general data consistent with current Title X Federal requirements through the NH FPP data system.

4.1.4. Collecting FPAR 2.0 Data Elements as required by the Office of Populations Affairs and the Department beginning January 1, 2022 or the date the official elements are released. (See Attachment 6; FPAR Data Elements – SAMPLE DRAFT).

4.1.5. Submitting the required FPAR Data Elements to the FPP Data System Contractor electronically through a secure platform on an ongoing basis, but no less frequently than monthly by the tenth (10th) day of each month.

4.1.6. Submitting any requested FPAR documents to the Department each State Fiscal Year of the Agreement, in accordance with the Reporting Calendar, in order for the Department to monitor and report program performance to the Office of Population Affairs (45 CFR §742 and 45 CFR §923).

4.2. The Contractor shall develop and submit an Annual Performance Measure Outcomes Report to the Department on an annual basis no later than August 31, or as directed by the Department.

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

---

4.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed to the Department upon request. Such records shall include, but are not limited to:

4.3.1. All activity(s) for which each employee is compensated; and

4.3.2. The total amount of time spent performing each activity.

**5. Performance Measures**

5.1. The Department will monitor Contractor performance through the required Reporting and Deliverables in Section 3, and the Performance Measures included in Attachment 7, Family Planning Performance Indicators and Performance Measures Definitions.

5.2. The Contractor shall provide other key data and metrics including client-level demographic, performance, and service data upon Department request.

**6. Additional Terms**

**6.1. Impacts Resulting from Court Orders or Legislative Changes**

6.1.1. 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.

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

6.1.3. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services 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.

**6.2. Credits and Copyright Ownership**

6.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."

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

---

6.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

6.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

6.2.3.1. Brochures.

6.2.3.2. Resource directories.

6.2.3.3. Protocols or guidelines.

6.2.3.4. Posters.

6.2.3.5. Reports.

6.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**6.3. Operation of Facilities: Compliance with Laws and Regulations**

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

**7. Records**

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. 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.

7.1.2. 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.

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

---

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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.


7.1.4. Medical records on each patient/recipient of services.

7.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**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. 51% Federal Funding from the Family Planning Services Grants, as awarded on March 26, 2021, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006407 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 2001NHTANF.
  - 1.2. 49% State General funds.
2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the Department approved budget line items in Exhibits C-1, Budget through Exhibit C-6, Budget.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

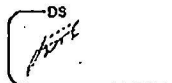
DS  


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

---

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B, Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines 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.
14. Audits
  - 14.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

DS  


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

---

- 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 14.6. 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.



DocuSign Envelope ID: 3886E84D-CCC3-4C09-BB1D-F4888D771B6E

**Exhibit C-1 - Family Planning Funds Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amosweg Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>January 1, 2022 - June 30, 2022</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	65,250.00	-	65,250.00	-	-	-	65,250.00	-	65,250.00		
2. Employee Benefits	10,485.00	-	10,485.00	-	-	-	10,485.00	-	10,485.00		
3. Consultants	-	-	-	-	-	-	-	-	-		
4. Equipment:	-	-	-	-	-	-	-	-	-		
Rental	-	-	-	-	-	-	-	-	-		
Repair and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	1,949.00	-	1,949.00	-	-	-	1,949.00	-	1,949.00		
5. Supplies:	-	-	-	-	-	-	-	-	-		
Educational	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00		
Lab	-	-	-	-	-	-	-	-	-		
Pharmacy	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00		
Medical	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00		
Office	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00		
6. Travel	-	-	-	-	-	-	-	-	-		
7. Occupancy	-	-	-	-	-	-	-	-	-		
8. Current Expenses:	-	-	-	-	-	-	-	-	-		
Telephone	-	-	-	-	-	-	-	-	-		
Postage	481.00	-	481.00	-	-	-	481.00	-	481.00		
Subscriptions	500.00	-	500.00	-	-	-	500.00	-	500.00		
Audit and Legal	-	-	-	-	-	-	-	-	-		
Insurance	-	-	-	-	-	-	-	-	-		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software	-	-	-	-	-	-	-	-	-		
10. Marketing/Communications	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00		
11. Staff Education and Training	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00		
12. Subcontract/Agreements	10,000.00	-	10,000.00	-	-	-	10,000.00	-	10,000.00		
13. Other (specify detail mandatory): Indirect	-	9,861.00	9,861.00	-	9,861.00	9,861.00	-	9,861.00	9,861.00		
Borrow Salary	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00		
Site Values	450.00	-	450.00	-	-	-	450.00	-	450.00		
<b>TOTAL</b>	<b>84,811.00</b>	<b>9,861.00</b>	<b>94,672.00</b>	<b>-</b>	<b>9,861.00</b>	<b>9,861.00</b>	<b>84,811.00</b>	<b>-</b>	<b>94,672.00</b>		

Indirect As A Percent of Direct

10.00%

0%

Contractor Initials: [Signature]  
Date: 12/6/2021



**Exhibit C-2 - Family Planning Funds Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amoskeag Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>July 1, 2022 - June 30, 2023</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS Contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$4,968.00	-	\$4,968.00	-	-	-	\$4,968.00	-	\$4,968.00		
2. Employee Benefits	13,623.00	-	13,623.00	-	-	-	13,623.00	-	13,623.00		
3. Consultants	-	-	-	-	-	-	-	-	-		
4. Equipment	-	-	-	-	-	-	-	-	-		
Rental	-	-	-	-	-	-	-	-	-		
Repair and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
5. Supplies	-	-	-	-	-	-	-	-	-		
Educational	-	-	-	-	-	-	-	-	-		
Lab	-	-	-	-	-	-	-	-	-		
Pharmacy	-	-	-	-	-	-	-	-	-		
Medical	-	-	-	-	-	-	-	-	-		
Office	-	-	-	-	-	-	-	-	-		
6. Travel	-	-	-	-	-	-	-	-	-		
7. Occupancy	-	-	-	-	-	-	-	-	-		
8. Current Expenses	-	-	-	-	-	-	-	-	-		
Telephone	-	-	-	-	-	-	-	-	-		
Postage	-	-	-	-	-	-	-	-	-		
Subscriptions	-	-	-	-	-	-	-	-	-		
Audit and Legal	-	-	-	-	-	-	-	-	-		
Insurance	-	-	-	-	-	-	-	-	-		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software	-	-	-	-	-	-	-	-	-		
10. Marketing/Communications	-	-	-	-	-	-	-	-	-		
11. Staff Education and Training	-	-	-	-	-	-	-	-	-		
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-		
13. Other (include details mandatory): Indirect	-	9,861.00	9,861.00	-	9,861.00	9,861.00	-	9,861.00	-		
<b>TOTAL</b>	<b>\$4,968.00</b>	<b>\$9,861.00</b>	<b>\$14,829.00</b>	<b>-</b>	<b>\$9,861.00</b>	<b>\$9,861.00</b>	<b>\$4,968.00</b>	<b>\$9,861.00</b>	<b>\$14,829.00</b>		
Indirect As A Percent of Direct		10.00%						0%			

**Exhibit C-3 - Family Planning Funds Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amoskeag Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>July 1, 2021 - December 31, 2021</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 42,493.00	\$ -	\$ 42,493.00	\$ -	\$ -	\$ -	\$ 42,493.00	\$ -	\$ 42,493.00		
2. Employee Benefits	\$ 6,812.00	\$ -	\$ 6,812.00	\$ -	\$ -	\$ -	\$ 6,812.00	\$ -	\$ 6,812.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specify details mandatory): Indirect	\$ -	\$ 4,931.00	\$ 4,931.00	\$ -	\$ 4,931.00	\$ 4,931.00	\$ -	\$ 4,931.00	\$ 4,931.00		
<b>TOTAL</b>	\$ 49,305.00	\$ 4,931.00	\$ 54,236.00	\$ -	\$ 4,931.00	\$ 4,931.00	\$ 49,305.00	\$ 4,931.00	\$ 54,236.00		

Indirect As A Percent of Direct 10.00% 0%

Contractor Initials: 12/6/2021  
Date: \_\_\_\_\_

Exhibit C-4 - TANF Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amoskeeg Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>January 1, 2022 - June 30, 2022</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEC contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	28,052.00	-	28,052.00	-	-	-	28,052.00	-	28,052.00		
2. Employee Benefits	8,542.00	-	8,542.00	-	-	-	8,542.00	-	8,542.00		
3. Consultants	-	-	-	-	-	-	-	-	-		
4. Equipment:	-	-	-	-	-	-	-	-	-		
Rental	-	-	-	-	-	-	-	-	-		
Repair and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
5. Supplies:	-	-	-	-	-	-	-	-	-		
Educational	-	-	-	-	-	-	-	-	-		
Lab	-	-	-	-	-	-	-	-	-		
Pharmacy	-	-	-	-	-	-	-	-	-		
Medical	-	-	-	-	-	-	-	-	-		
Office	-	-	-	-	-	-	-	-	-		
6. Travel	-	-	-	-	-	-	-	-	-		
7. Occupancy	-	-	-	-	-	-	-	-	-		
8. Current Expenses:	-	-	-	-	-	-	-	-	-		
Telephone	-	-	-	-	-	-	-	-	-		
Postage	-	-	-	-	-	-	-	-	-		
Subscriptions	-	-	-	-	-	-	-	-	-		
Audit and Legal	-	-	-	-	-	-	-	-	-		
Insurance	-	-	-	-	-	-	-	-	-		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software	-	-	-	-	-	-	-	-	-		
10. Marketing/Communications	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00		
11. Staff Education and Training	-	-	-	-	-	-	-	-	-		
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-		
13. Other (specify below mandatory): Indirect	-	3,559.00	3,559.00	-	3,559.00	3,559.00	-	-	-		
TOTAL	35,594.00	3,559.00	39,153.00	-	3,559.00	3,559.00	35,594.00	-	35,594.00		
Indirect As A Percent of Direct		10.00%						0%			

Exhibit C-5 - TANF Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amoskeag Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>July 1, 2021 - June 30, 2022</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 29,843.00	\$ -	\$ 29,843.00	\$ -	\$ -	\$ -	\$ 29,843.00	\$ -	\$ 29,843.00		
2. Employee Benefits	\$ 6,731.00	\$ -	\$ 6,731.00	\$ -	\$ -	\$ -	\$ 6,731.00	\$ -	\$ 6,731.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontract/Agencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (beyond state mandatory): Indirect	\$ -	\$ 3,559.00	\$ 3,559.00	\$ -	\$ 3,559.00	\$ 3,559.00	\$ -	\$ 3,559.00	\$ 3,559.00		
<b>TOTAL</b>	<b>\$ 35,574.00</b>	<b>\$ 3,559.00</b>	<b>\$ 39,133.00</b>	<b>\$ -</b>	<b>\$ 3,559.00</b>	<b>\$ 3,559.00</b>	<b>\$ 35,574.00</b>	<b>\$ -</b>	<b>\$ 39,133.00</b>		
Indirect As A Percent of Direct										10.00%	
										0%	

**Exhibit C-6 TANF Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: <u>Amosleep Health</u>											
Budget Request for: <u>Reproductive and Sexual Health Services</u>											
Budget Period: <u>July 1, 2021 - December 31, 2021</u>											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 14,432.00	\$ -	\$ 14,432.00	\$ -	\$ -	\$ -	\$ 14,432.00	\$ -	\$ 14,432.00		
2. Employee Benefits	\$ 3,365.00	\$ -	\$ 3,365.00	\$ -	\$ -	\$ -	\$ 3,365.00	\$ -	\$ 3,365.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specify details mandatory): Indirect	\$ -	\$ 1,780.00	\$ 1,780.00	\$ -	\$ 1,780.00	\$ 1,780.00	\$ -	\$ 1,780.00	\$ 1,780.00		
<b>TOTAL</b>	\$ 17,797.00	\$ 1,780.00	\$ 19,577.00	\$ -	\$ 1,780.00	\$ 1,780.00	\$ 17,797.00	\$ 1,780.00	\$ 19,577.00		
Indirect As A Percent of Direct		10.00%						0%			

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

12/6/2021

Date

DocuSigned by:

Name: KPT McCracken

Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

12/6/2021

Date

DocuSigned by:

Name: KTS McCracken

Title: President/CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 12/6/2021



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

12/6/2021

Date

DocuSigned by:

Name: K. P. McCracken

Title: President/CEO

Contractor Initials

12/6/2021  
Date

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
*[Signature]*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

12/6/2021

Date

DocuSigned by:

Name: RPT McCracken

Title: President/CEO

Exhibit G

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

Contractor Initials



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

12/6/2021


Date

DocuSigned by:

Name: KRIS McCracken

Title: President/CEO

Contractor Initials

  
12/6/2021  
Date

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**


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

(1) **Definitions.**

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

3/2014

Contractor Initials

  
Date 12/6/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

Date 12/6/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

12/6/2021  
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services  
 The State by:  
Patricia M. Tilley  
 Signature of Authorized Representative  
 Patricia M. Tilley  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 12/6/2021  
 Date

Amoskeag Health  
 Name of the Contractor  
Kris McCracken  
 Signature of Authorized Representative  
 Kris McCracken  
 Name of Authorized Representative  
 President/CEO  
 Title of Authorized Representative  
 12/6/2021  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

12/6/2021

Date

DocuSigned by:

Name: R. McCracken

Title: President/CEO

Contractor Initials

Date 12/6/2021

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

- 9286649370000
1. The DUNS number for your entity is: \_\_\_\_\_
  2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

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

**Exhibit K**

**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 or misplacement of hardcopy documents, and misrouting of physical or electronic

DS  
*[Signature]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

**New Hampshire Department of Health and Human Services**  
**Exhibit K**  
**DHHS Information Security Requirements**



whole, must have aggressive intrusion-detection and firewall protection.

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### 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 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

**Exhibit K**

**DHHS Information Security Requirements**



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

<p><b>TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES</b>  Section: <b>Maternal &amp; Child Health</b> Sub Section(s): <b>Family Planning Program</b> Version: <b>1.0</b>  Effective Date: <b>01/28/21</b> Next Review Date: <b>01/01/2022</b></p>
--

Approved by:	HALEY JOHNSTON
Authority	PUBLIC HEALTH SERVICES ACT 45 CFR PART 59

**I. Fee Policy**

**Federal Poverty Level, Third Party Billing, and Income Verification**

Client income and eligibility for a discount should be assessed, documented in the client 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. Sub-recipients 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 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 sub-recipient agency.

Agencies must offer by federal mandate a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health) either on-site or by referral (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

DS  
*[Signature]*



Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

pay for contraceptive services (42 CFR 59.2).

### **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, 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). Sub-recipient 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, sub-recipient agencies must submit to the grantee (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.

### **Third Party Payments**

Sub-recipient 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. Sub-recipient 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.

### **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.*

DS  
*[Signature]*

12/6/2021



## **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. If a sub-recipient 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).*

## **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. 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 sub-recipient 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 sub-recipient 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 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.

## **Confidential Collections**

Sub-recipient agencies must inform clients about the existence of the discount schedule and the

DS  
*[Signature]*

fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient 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. Sub-recipient agencies must also obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

### **Sub-recipient Fee Policy Documentation Requirements**

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

**Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient 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).
- 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 sub-recipient will bill to collect reimbursements for cost of providing services.

DS  
*[Signature]*

- A description of safeguards that protect client confidentiality, particularly in cases where sending an explanation of benefits could breach client confidentiality.

## II. Definition of A Family Planning Visit

According to the current (2020) Title X Family Planning Annual Report (FPAR), a family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

**Family Planning Visit:** a documented contact (either face-to-face in a Title X service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

*A virtual family planning encounter uses telecommunications and information technology to provide access to Title X family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.*

### Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

- |                                |                            |
|--------------------------------|----------------------------|
| * Pap Smear                    | * Blood Pressure Reading   |
| * Pelvic Examination           | * HIV/STI Testing          |
| * Rectal Examination           | * Sterilization            |
| * Testicular Examination       | * Infertility Treatment    |
| * Hemoglobin or Hematocrit     | * Preconception Counseling |
| * Pregnancy options counseling |                            |

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or

DS  
*[Signature]*

Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services.

DS  
*[Signature]*

Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

**Examples of Clients Who Are Family Planning Clients**

- An eleven-year old who is not sexually active, but is provided with counseling and education regarding reproductive anatomy and physiology can be considered as a family planning client. Counseling and education regarding contraceptive methods and HIV/STI counseling and education should also be provided to such clients if appropriate. According to the Title X legislative mandates and conditions in the notice of grant award (NOA), Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each client's needs are, and are indicated in the notes within the client's medical chart.
- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented Title X required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-exam (TSE) education, etc.). According to the Title X legislative mandates and conditions in the NOA, Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each client's needs are, and are indicated in the notes within the client's medical chart.
- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).
- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history; partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.

DS  
*[Signature]*

Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

- A male who relies on his partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such individuals have selected a method of birth control (sterilization). All sub-grantees offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented Title X required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception education and counseling and/or HIV/STI testing as part of their care.
- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, any cause of delayed menses should be investigated.

**Examples of Visits That Are Not Considered Family Planning Encounters**

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

**III. Core (Minimum) Family Planning Services**

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes  $\leq$  100% of the FPL, and a discount schedule for clients with

DS  
*[Signature]*



Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

family incomes  $>101\%$  and  $\leq 250\%$  of the FPL.


1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.
2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.
3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.
4. Complete Physical Exam for all clients. For clients, the exam should include (but not required) height and weight, examination of the thyroid, heart, lungs, extremities, breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test

DS  
*[Signature]*

Attachment 1 -- Title X Sub-Recipient Fee Policy and Sliding Fee Scales

requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, Chlamydia, Gonorrhea, and Syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, Hepatitis B testing, rubella titer, and urinalysis.
7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.
8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.
9. Under the federal Title X law, grants cannot be made to entities that offer only a single method or unduly limited number of family planning methods. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility-awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another Title X site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

DS  




### IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by agencies to help develop their own discount schedule. This discount schedule is a sample and does not necessarily reflect the current FPL.

<u>Annual Income:</u>	100% poverty base numbers	100% Discount 100% of poverty No Fee		Cat 80 101-135% of poverty \$25 Fee		Cat 50 136.-185% of poverty \$50 Fee	
		From:	To:	From:	To:	From:	To:
Family Size:							
1	\$ 12,060	\$ -	\$ 12,179.60	\$12,180.60	\$16,400.60	\$16,401.60	\$ 22,430.60
2	\$ 16,240	\$ -	\$ 16,401.40	\$16,402.40	\$22,085.40	\$22,086.40	\$ 30,205.40
3	\$ 20,420	\$ -	\$ 20,623.20	\$20,624.20	\$27,770.20	\$27,771.20	\$ 37,980.20
4	\$ 24,600	\$ -	\$ 24,845.00	\$24,846.00	\$33,455.00	\$33,456.00	\$ 45,755.00
5	\$ 28,780	\$ -	\$ 29,066.80	\$29,067.80	\$39,139.80	\$39,140.80	\$53,529.80
6	\$ 32,960	\$ -	\$ 33,288.60	\$33,289.60	\$44,824.60	\$44,825.60	\$ 61,304.60
7	\$ 37,140	\$ -	\$ 37,510.40	\$37,511.40	\$50,509.40	\$50,510.40	\$ 69,079.40
8	\$ 41,320	\$ -	\$ 41,732.20	\$41,733.20	\$56,194.20	\$56,195.20	\$ 76,854.20
Additional family member	\$4,180						

Attachment 1 – Title X Sub-Recipient Fee Policy and Sliding Fee Scales

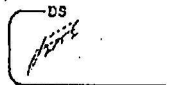
**Fee Policy Agreement**

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



12/6/2021

SAMPLE

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


Family Planning Clinical Services Guidelines  
Effective July 1, 2020

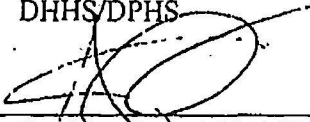
<Revised November 1996, November 1997, January 2001, May 2001, October 2004, October 2007, December 2009, December 2010, February 2011, February 2012, April 2014, June 2019, May 2020>

These guidelines detail the minimum required clinical services for Family Planning delegate agencies. They are designed to meet the Title X regulations and Program Guidelines for Project Grants for Family Planning Services, U.S. Department of Health & Human Services

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

These guidelines must be signed by all MDs, APRNs, PAs, and nurses, anyone who is providing direct care and/or education to clients. The signatures indicate their agreement to follow these guidelines

Approved:  Date: 7/22/2020  
Haley Johnston, MPH  
Family Planning Program Manager  
DHHS/DPHS

Approved:  Date: 7/14/20  
Dr. Amy Paris, MD, MS  
NH Family Planning Medical Consultant

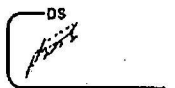
We agree to follow these guidelines effective July 1, 2019 as minimum required clinical services for family planning.

Sub-Grantee Agency Name

\_\_\_\_\_

Sub-Grantee Authorizing Signature:

\_\_\_\_\_





## Family Planning Clinical Services Guidelines

### I. Overview of Family Planning Clinical Guidelines:

#### A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.
2. To provide access to a broad range of acceptable and effective family planning methods and related preventive health services. The broad range of services does not include abortion as a method of family planning.
3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.


#### B. Delegate Requirements

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

The standard package of services includes:

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

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

DS  


- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**

<http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>

- **With supporting guidelines from:**

US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current)

[https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s\\_cid=mm6914a3\\_w](https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s_cid=mm6914a3_w)

U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current). <https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm>

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

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

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

Guide to Clinical Preventive Services, 2014. Recommendations of the U.S. Preventive Services Task Force

<http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html>

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

American Society of Colposcopy and Cervical Pathology (ASCCP)

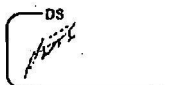
Other relevant clinical practice guidelines approved by the BPHCS/US DHHS

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

- Substance Use Disorder
- Behavioral Health
- Immediate Postpartum LARC Insertion
- Primary Care Services
- Infertility Services

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

- Mandated Reporting as a mandated reporter, the legal requirement to report suspected child abuse or neglect supersedes any professional duty to keep

DS  


information about clients confidential

<https://www.dhhs.nh.gov/dphs/holu/documents/reporting-abuse.pdf>

- RSA 161-F, 42-57 Adult Protection Law Persons 18 years old and over
- RSA 169-C, Child Protection Act Children under 18 years old.

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

6. Required Trainings:

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

## II. Family Planning Clinical Services

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

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

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

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

DS  
*[Signature]*

12/6/2021

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
  - a) Medical history

For women:


- Menstrual history
- Gynecologic and obstetric history
- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men

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

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

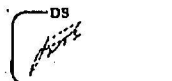
- b) Pregnancy intention or reproductive life plan. Ask questions such as:
      - Do you want to become a parent?
      - Do you have any children now?
      - Do you want to have (more) children?
      - How many (more) children would you like to have and when?
    - c) Contraceptive experiences and preferences
    - d) Sexual health assessment including:
      - Sexual practices: types of sexual activity the client engages in.
      - History of exchanging sex for drugs, shelter, money, etc for client or partner(s)
      - Pregnancy prevention, current, past, and future contraception options
      - Partners number, gender, concurrency of the client's sex partners
      - Protection from STD, condom use, monogamy, and abstinence
      - Past STD history in client & partner (to the extent the client is aware)
      - History of needle use (drugs, steroids, etc ) by client or partner(s)
3. Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision-making approach

OS  




presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

- a) Ensure that the client understands
    - Method effectiveness
    - Correct use of the method
    - Non-contraceptive benefits
    - Side effects
    - Protection from STDs, including HIV
  - b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
    - Social-behavioral factors
    - Intimate partner violence and sexual violence
    - Mental health and substance use behaviors
- 4 Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. ([https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1\\_appendix.htm#T-4-C.1](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1) down)
  - 5 Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
    - a) Checkbox, or;
    - b) Written statement, or
    - c) Method-specific consent form
    - d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up
  6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method
  - 7 Counseling adolescent clients should include a discussion on:
    - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
    - b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health
    - c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs



**A. Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

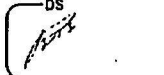
**The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.**

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
  - a. Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
    - Prenatal care and delivery
    - Infant care, foster care, or adoption
    - Pregnancy termination
  - a) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.
2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.
3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
  - a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
    - Peak days and signs of fertility.
    - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
    - Methods or devices that determine or predict ovulation
    - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine.
    - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

**B. Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

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

1. For women

DS  


- a) Counsel on the need to take a daily supplement containing folic acid
- b) Discussion of reproductive life plan.
- c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
- d) Other screening services that include
  - o Obtain medical history
    - o Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
    - o All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
  - o Screen for intimate partner violence
  - o Screen for tobacco, alcohol, and substance use
  - o Screen for immunization status
  - o Screen for depression when staff are in place to ensure an accurate diagnosis. At a minimum, provide referral to behavioral health services for those who have a positive screen
  - o Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
  - o Screen for hypertension by obtaining Blood Pressure (BP).
  - o Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg ( refer to PCP)
  - o Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
  - o Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.

- a) Discussion of reproductive life plan
- b) Sexual health assessment screening
- c) Other screening services that include.
  - o Obtain medical history
  - o Screen for tobacco, alcohol, and substance use
  - o Screen for immunization status
  - o Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
  - o Screen for obesity by obtaining height, weight, & BMI
  - o Screen for hypertension by obtaining BP
  - o Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg


DS  
*[Signature]*

- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy

**D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014; pp 17- 20):**

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

1. Assess client.
  - a) Discuss client's reproductive life plan
  - b) Obtain medical history
  - c) Obtain sexual health assessment
  - d) Check immunization status
2. Screen client for STDs
  - a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
  - b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines
  - c) Provide additional STD testing as indicated
    - o Syphilis
      - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
      - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
    - o Hepatitis C
      - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.
4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated Follow NH Bureau of Infectious Disease Control reporting regulations.  
(<https://www.cdc.gov/std/ept/default.htm>)
5. Provide STD/HIV risk reduction counseling.

DS  


**III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):**

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

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography
- Genital Examination for adolescent males to assess normal growth and development and other common genital findings

**IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and US OPA, 2014: pp 22- 23):**

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

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

**V. Guidelines for Other Medical Services**

**A. Postpartum Services**

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

**B. Sterilization Services**

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

**C. Minor Gynecological Problems**

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

**D. Genetic Screening**

DS  
*[Signature]*

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

## **VI. Referrals**

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

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

## **VII. Emergencies**

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

## **VIII. Resources**

### **Contraception:**


- US Medical Eligibility for Contraceptive Use, 2016.  
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- U S Selected Practice Recommendations for Contraceptive Use, 2016  
[https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s\\_cid=rr6504a1\\_w](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w)
  - CDC MEC and SPR are available as a mobile app  
<https://www.cdc.gov/mobile/mobileapp.html>
- Bedsider <https://www.bedsider.org/>
  - Evidence-based resource for contraceptive counseling for patients and providers

DS  
*[Signature]*

- “Emergency Contraception,” ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018) <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception>
- “Long-Acting Reversible Contraception Implants and Intrauterine Devices,” ACOG Practice Bulletin Number 186, November 2017. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices>
- ACOG LARC program: clinical, billing, and policy resources <https://www.acog.org/practice-management/coding>
- *Contraceptive Technology*, Hatcher, et al 21<sup>st</sup> Revised Edition <http://www.contraceptivetechnology.org/the-book/>
- *Managing Contraceptive Pill Patients*, Richard P. Dickey.
- Emergency Contraception <https://www.acog.org/patient-resources/faqs/contraception/emergency-contraception>
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

### Preventative Care

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

DS  


- “Breast Cancer Risk Assessment and Screening in Average-Risk Women,” ACOG Practice Bulletin Number 179, July 2017. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women>

### **Adolescent Health**

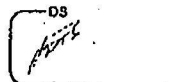
- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4<sup>th</sup> Edition. [https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4\\_Introduction.pdf](https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf)
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>
- American Academy of Pediatrics (AAP), Policy Statement: “Contraception for Adolescents”, September, 2014 <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Mandated Reporting: <https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire>

### **Sexually Transmitted Diseases**

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

### **Pregnancy testing and counseling/Early pregnancy management**

- Exploring All Options: Pregnancy Counseling Without Bias Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. [https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc\\_expl\\_all\\_options2016.pdf](https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf)





- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones Book | Published in 2017 ISBN (paper): 978-1-61002-087-9 <https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition>
- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists Obstet Gynecol 2018;132:e197-207. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss>

### Fertility/Infertility counseling and basic workup

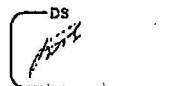
- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>
  - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January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

### Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78-89. <https://www.acog.org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling>

### Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at <http://www.acog.org>. Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone. (800) 762-2264 or (770) 280-4184, or through the Online bookstore. <https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx>



- American Cancer Society <http://www.cancer.org/>
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>
- Partners in Information Access for the Public Health Workforce [phpartners.org/ph\\_public/](http://phpartners.org/ph_public/)
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. <http://www.whijournal.com>
- American Medical Association, Information Center <http://www.ama-assn.org/ama>
- US DHHS, Health Resources Services Administration (HRSA) <http://www.hrsa.gov/index.html>
- "Reproductive Health Online (Reproline)", Johns Hopkins University <http://www.reprolineplus.org>
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>
- Know & Tell, child abuse and neglect Information and trainings: <https://knowandtell.org/>

**Additional Resources:**

- American Society for Reproductive Medicine: <http://www.asrm.org>
- Centers for Disease Control & Prevention A to Z Index, <http://www.cdc.gov/az/b.html>
- Emergency Contraception Web site <http://ec.princeton.edu/>
- Office of Population Affairs. <http://www.hhs.gov/opa>
- Title X Statute <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations>
- Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates>
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations [https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c\\_0.pdf](https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf)

DS  
*[Signature]*

<b>Title X Community Participation, Education and Project Promotion</b>		
Section: Maternal & Child Health	Sub Section(s): Family Planning Program	Version: 2.0
Effective Date: [July 1, 2021]		Next Review Date: [July 1, 2022]

Approved by:	HALEY JOHNSTON
Authority	Code of Federal Regulations 42 CFR 59.6(a) <a href="http://ecfr.gov">ecfr.gov</a>

This set of policies describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with Community Participation, Education and Project promotion requirements under the Title X Project. The following are covered in this section:

- Advisory Committee & Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

## I. Advisory Committee and Informational & Educational Materials

### Advisory Committee

Sub-recipients must have an Advisory Committee to provide an opportunity for participation in the development, implementation and evaluation of the project by persons broadly representative of all significant elements of the population served and by persons in the community knowledgeable about the community's needs for family planning services [42 CFR 59.5(b)(10)].

**The Advisory Committee must:**

- Consist of no fewer than five members and up to as many members the recipient determines
  - *The size of the committee can differ from these limits with written documentation and approval from the Title X Regional Office (42 CFR 59.6(b)(1)).*
  - **Helpful Tip:** Possessing more than five members will allow for continued compliance and allot more time for member recruitment if someone chooses to leave the committee.
- Include individuals broadly representative of the population or community that is to be served by the sub-recipient agency (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

Attachment 3– Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines Agreement

- Meet regularly (in-person or virtually) to oversee the agency's Title X project, including the review and approval of informational and educational (I&E) materials (print and electronic).

A board or committee that is already in existence can be used for the purpose of the Advisory Committee and/or I&E Committee as long as it meets the requirements. Check with local health department staff, agency upper management, community groups, or organizations (e.g., school-based health centers; public health advisory; alcohol and drug programs). *Note: In-house agency staff cannot serve as committee members.*

### **Informational & Educational (I&E) Materials Review and Approval**

*The Title X Grantee (Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program (NH FPP)) delegates the I&E operations for the review and approval of materials to sub-recipient agencies; however, oversight of the I&E committee(s) and review process rests with the NH FPP. The NH FPP will ensure that sub-recipients and service sites adhere to all Title X I&E materials review and approval requirements.*

### **Responsibility for Review and Approval**

All I&E materials (print and electronic) developed or made available under the Title X Project must be reviewed and approved by the sub-recipient Advisory Committee prior to their distribution. If the Advisory Committee chooses it can delegate its I&E functions and responsibilities to a separate I&E Committee; however the final responsibility of all I&E materials still lies with the Advisory Committee. *If a separate I&E Committee is used, it must consist of no few than five members that are broadly representative of the population or community for which the I&E materials are intended.*

The responsible committee (I&E or Advisory) may 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 responsible committee must still then oversee operations and grant final approval.

### **The following language may be used for the purpose of member recruitment or orientation:**

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution to the community.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

DS  
*[Signature]*

### **Material Review and Approval Process**

The responsible committee must review and approve all I&E materials (print and electronic) developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)). Thereafter, **all materials being distributed or made available under the Title X project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:


- Consider the educational, cultural, and diverse backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive and trauma informed;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

*Committee meetings specifically for I&E material review and approval are not required, but strongly recommended. The committee may choose to meet in-person or via conference calls, or may communicate by e-mail, phone, fax or mail for each material's review.*

### **Documentation Requirements for Advisory Committee and I&E Materials**

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the Title X project as it relates to the Advisory Committee and the review and approval of I&E materials.

- 1.) I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to Title X clients. The list must include the date of approval, which must be within one year from the date the I&E master list is due to be submitted.
- 2.) Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:
  - A process for 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.
  - Criteria and procedures the committee members will use to ensure that the materials are suitable for the population and community for which they are intended.
  - Processes for reviewing materials written in languages other than English.
  - How review and approval records will be maintained.
  - How old materials will be expired.

DS  


Attachment 3– Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines Agreement

- Process to document compliance with the membership size requirement for the Advisory Committee (updated lists/rosters, meeting minutes).
- How the Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
- Process to document that the I&E/Advisory Committee is/are active (meeting minutes).
- Process for selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
- Process for documenting compliance with all I&E/Advisory Committee requirements (meeting minutes, review form used).

## II. Collaborative Planning and Community Engagement


Sub-recipients must establish community engagement plans that ensure individuals who are broadly representative of all significant elements of the population served, and those who are knowledgeable about the community's needs for family planning services, will participate in developing, implementing, and evaluating the Title X project (42 CFR 59.5(b)(10)).

A community participation committee must be identified to serve the community engagement function. The I&E/Advisory committee may be used to fulfill this function or a separate group may be identified, so long as it meets the requirements. The community participation committee must meet annually or more often as appropriate.

### Suggestions for Collaborative Planning and Community Engagement:

- Conduct routine community needs assessments and/or joint community needs assessments with community partners where service areas overlap.
- Administer client satisfaction surveys and use results for program planning.
- Collect feedback from clients through social media platforms.
- Develop mechanism for obtaining feedback from community members on agency Title X services and materials. Mechanisms may include a community advisory committee, youth advisory committee, or patient advisory committee.
- Present at community meetings and solicit feedback.
- Conduct a survey with 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).
- Conduct focus groups with clients or community partners.
- Problem solve at service sites (e.g., determine how to increase male services; solve a "no show" problem; improve customer service).
- Offer feedback about your family planning program strengths and suggest areas needing improvement. Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

Sub-recipients must establish within policies and procedures:

DS  


- A process by which diverse community members (identified through needs assessment) will be involved in efforts to develop, assess, and/or evaluate the family planning project.
- A process for documenting community engagement activities (reports, meeting minutes).
- A process to document the committee is active (meeting minutes).

### **III. Community Awareness and Education**

Each family planning project must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Sub-recipients must provide for community education and participation programs which should serve to "achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial" (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. The community participation committee described above can be utilized to execute the functions and operations of this requirement.

#### **Sub-recipients must establish within policies and procedures:**

- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of plan activities.
- A community education and service promotion plan that:
  - states that the purpose is to achieve community understanding of the objectives of the project; make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial,
  - promotes the use of family planning among those with unmet need,
  - utilizes an appropriate range of methods to reach the community, and
  - includes an evaluation strategy.

#### **Suggestions for Community Awareness and Education Activities:**

- Community Presentations (e.g., providing education at a local school on a reproductive health topic).
- Attending community events to provide health education to attendees (e.g., tabling events, community meetings).
- 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 family planning program and potential referral opportunities.

DS  




Attachment 3- Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines Agreement

- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

**Community Participation, Education, and Project Promotion Agreement**

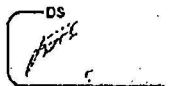
On behalf of \_\_\_\_\_, I hereby certify that I have read and understand this  
(Agency Name)  
policy regarding Community Engagement, Education, and Project Promotion as detailed above.

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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

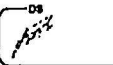
\_\_\_\_\_  
Date



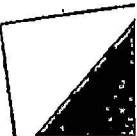


**NH Family Planning Program (NH FPP) Priorities:**

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

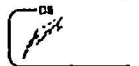
DS  


12/6/2021



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

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



12/6/2021

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

**Performance INDICATOR #1:**

Through June 20XX, the following targets have been set:

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

Through June 20XX, the following targets have been set:

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

**SFY XX Outcome**

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

**SFY XX Outcome**

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



12/6/2021

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

By August 31, 20XX 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 20XX.

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

By August 31, 20XX, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6*)


Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 20XX.

**Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about Title X priorities.**

By August 31st, of each SFY, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7*)

Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

DS  


12/6/2021

DocuSign Envelope ID: 3886E84D-CCC3-4C09-BB1D-F4888D771B6E

Attachment 4 – Title X Reproductive and Sexual Health Services Work Plan

**Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure Title X family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.**

By August 31st of each SFY, sub-recipients will submit an annual training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines. *(Performance Measure #8)*

- Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.
- Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

**Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.**

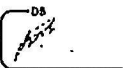
Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

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

**Clinical Performance:**

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

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

DB  


12/6/2021

**Work Plan Instructions:**

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

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

**Project Goals:**

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

**Project Objectives:**

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

**Input/Resources:**

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

**Planned Activities:**

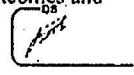
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

**Evaluation Activities:**

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

**Work Plan Performance Outcome:**

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



12/6/2021

**Sample Work Plan**

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

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

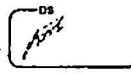
INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on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

	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

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

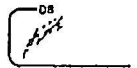
INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.
EHR	

	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
Access to local Hospital data	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.



Attachment 4 – Title X Reproductive and Sexual Health Services Work Plan

<b>Program Goal:</b> <i>Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational &amp; health promotion, and interventions) that will reduce reproductive risk.</i>	
<b>Performance Measure:</b> The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
	•
	<b>EVALUATION ACTIVITIES</b>
	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.</i>	
<input type="checkbox"/> <b>Target/Objective Met</b>	
<b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
<input type="checkbox"/> <b>Target/Objective Not Met</b>	
<b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
<b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i>	
<input type="checkbox"/> <b>Revised Work Plan Attached (Please check if work plan has been revised)</b>	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.</i>	
<input type="checkbox"/> <b>Target/Objective Met</b>	
<b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
<input type="checkbox"/> <b>Target/Objective Not Met</b>	
<b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
<b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year</i>	

DB  


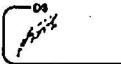
12/6/2021



DocuSign Envelope ID: 3886E84D-CCC3-4C09-BB1D-F4888D771B6E

Attachment 4 – Title X Reproductive and Sexual Health Services Work Plan

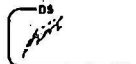
<b>Program Goal:</b> <i>To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy</i>	
<b>Performance Measure:</b> The percent of female family planning clients <25 years old screened for chlamydia infection	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
•	•
	<b>EVALUATION ACTIVITIES</b>
•	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX</i> <input type="checkbox"/> Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> <input type="checkbox"/> Target/Objective Not Met <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
<b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i> Revised Work Plan Attached (Please check if work plan has been revised)	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX</i> <input type="checkbox"/> Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> <input type="checkbox"/> Target/Objective Not Met <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i> <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year</i>	



12/6/2021

Attachment 4 – Title X Reproductive and Sexual Health Services Work Plan

<b>Program Goal:</b> <i>Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.</i>	
<b>Performance Measure:</b> The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
	•
	<b>EVALUATION ACTIVITIES</b>
	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX</i>	
<input type="checkbox"/> <b>Target/Objective Met</b> <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> <input type="checkbox"/> <b>Target/Objective Not Met</b> <b>Narrative for Not Meeting Target:</b>  <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i> <input type="checkbox"/> <b>Revised Work Plan Attached</b> (Please check if work plan has been revised)	
<b>SFY XX Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX</i>	
<input type="checkbox"/> <b>Target/Objective Met</b> <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>  <input type="checkbox"/> <b>Target/Objective Not Met</b> <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i> <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i>	



12/6/2021

**NH Family Planning Reporting Calendar SFY 22-24**

<b>Due within 30 days of G&amp;C approval:</b>	
<ul style="list-style-type: none"> <li>• SFY 2021 Clinical Guidelines signatures</li> <li>• FP Work Plan</li> </ul>	
<b>SFY 22 (January 1, 2022 – December 31, 2023)</b>	
<b>Due Date:</b>	<b>Reporting Requirement:</b>
January 14, 2022 <b>*ONLY FOR THOSE WHO WERE A TITLE X SUB-RECIPIENT FROM JANUARY 1, 2021-JUNE 30, 2021</b>	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
March 11, 2022	Sliding Fee Scales/Discount of Services
April 8, 2022	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification ( <a href="http://ow.ly/NBJG30dmcF7">http://ow.ly/NBJG30dmcF7</a> )
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates
<b>SFY 23 (July 1, 2022- June 30, 2023)</b>	
<b>Due Date:</b>	<b>Reporting Requirement:</b>
July 8, 2022	Public Health Sterilization Records (April-June)
July 15, 2022	Clinical Guidelines Signatures
July – August 2022 (official date TBD)	STD Webinar Signatures
October 7, 2022	Public Health Sterilization Records (July-September)
January 13, 2023	Public Health Sterilization Records (October - December)
January 13, 2023	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
January 31, 2023	<ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> </ul>
March 10, 2023	Sliding Fee Scales/Discount of Services
April 14, 2023	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification ( <a href="http://ow.ly/NBJG30dmcF7">http://ow.ly/NBJG30dmcF7</a> )
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
<b>SFY 24 (July 1, 2023 – June 30, 2024) contract ends on December 31, 2023</b>	
July 14, 2023	Clinical Guidelines Signatures (effective July 1, 2023)
July – August 2023 (official date TBD)	STD Webinar Signatures
October 6, 2023	Public Health Sterilization Records (July-September)

Attachment 5 -- Family Planning Reporting Calendar

January 12, 2024	FPAR Reporting: <ul style="list-style-type: none"><li>◦ Source of Revenue</li><li>◦ Clinical Data (HIV &amp; Pap Tests)</li><li>◦ Table 13: FTE/Provider Type</li></ul>
January 31, 2024	<ul style="list-style-type: none"><li>• Patient Satisfaction Surveys</li><li>• Outreach and Education Report</li><li>• Annual Training Report</li><li>• Work Plan Update/Outcome Report</li><li>• Data Trend Tables (DTT)</li></ul>

*All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.*

DS  
*[Signature]*

## Attachment 6 – FPAR Data Elements (SAMPLE DRAFT)

<b>New Hampshire Planning Program</b>	
<b>Family Planning Annual Report (FPAR) Existing Data Elements</b>	<b>Proposed FPAR 2.0 Additional Data Elements</b>
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Contraceptive provision method (prescription, referral)
Breast Exam	Counseling to achieve pregnancy provided
CBE Referral	CT performed at visit
Chlamydia Test (CT)	CT Test Result
Contraceptive method initial	Date of Last HIV test
Contraceptive method at exit	Date of Last HPV Co-test
Date of Birth	Date of Pap Tests Last 5 years
English Proficiency	Diastolic blood pressure
Ethnicity	Ever Had Sex
Gonorrhea Test (GC)	Facility Identifier
HIV Test – Rapid	GC performed at visit
HIV Test – Standard	GC Test Result
Household Family Size	Gravidity
Medical Services	Height
Office Visit – new or established patient	HIV test performed at visit
Pap Test	HIV Referral Recommended Date
Patient Number	HIV Referral Visit Completed Date
Preconception Counseling	HPV test performed at visit
Pregnancy Status	HPV Test Result
Pregnancy Test	Method(s) Provided At Exit
Primary Contraceptive Method	Parity
Primary Reimbursement	Pap Test in the last 5 years
Principle Health Insurance Coverage	Pregnancy Future Intention
Procedure Visit Type	Pregnancy Status Reporting
Provider Role (e.g., MD, CNM, NP)	Reason for no contraceptive method at intake
Race	Sex in the last 12 Months
Reason for no method at exit	Sex in the last 3 Months
Syphilis test result	Smoking status
Site	Systolic blood pressure
Visit Date	Syphilis test performed at visit
Zip code	Weight



**Family Planning (FP) Performance Indicator #1**

**Indicators:**

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

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

**Family Planning (FP) Performance Indicator #1 b**

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

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

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

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 c**

**Indicator:** The percent of family planning clients under 250% FPL.

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

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

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 d**

**Indicator:** The percent of family planning clients under 20 years of age.

**Goal:** To increase access to reproductive services to adolescents.

**Definition:** **Numerator:** Total number of clients under 20 years of age served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

OS  
*AS*

**Family Planning (FP) Performance Indicator #1 e**

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

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

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

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 f**

**Indicator:** The percent of family planning male clients.

**Goal:** To increase access to reproductive services to males.

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

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 g**

**Indicator:** The proportion of women <25 years old screened for chlamydia that tested positive.

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

**Definition:** **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

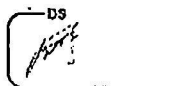
**Denominator:** The total number of women <25 years old screened for chlamydia.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #1**

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

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



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

**Denominator:** Total number of clients of reproductive age.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #2**

**Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.

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

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

**Denominator:** Total number of female clients < 25 years old.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #3**

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

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

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

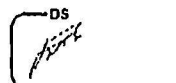
**Denominator:** The number of women aged 15-44 years at risk for unintended pregnancy.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #4**

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

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





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

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

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Measure #5**

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

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

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

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

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #6**

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

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

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

**Denominator:** The total number of clients served.

**Data Source:** Electronic Medical Records (EMR)

**Family Planning (FP) Performance Measure #7**

**Community Partnership Report**

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

**SAMPLE:**

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

**Family Planning (FP) Performance Measure #8**

**Annual Training Report**

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

DS  
*[Signature]*

**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES FUNDING POLICY**  
 Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: **1.0**  
 Effective Date: [INSERT DATE] Next Review Date: [INSERT DATE]

Approved by:	HALEY JOHNSTON
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)

Attachment 8 - NH FPP TANF Policy

- 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

12/6/2021