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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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January 7, 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 enter into contracts with the Contractors listed below in an amount not to exceed $1,020,329 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 12, 2022, or upon Governor and Council approval, whichever is later, through December 31, 2023. 58% General Funds. 42% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
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
Planned Parenthood of Northern New England	177528-R002	Claremont, Manchester, Keene, Derry, and Exeter	$125,000
			$ 1,020,329

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

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 10,000 individuals will be served from January 12, 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 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,

Lori A. Shibinette
Commissioner

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Feminist Health Center d/b/a Equality Health Center		1.4 Contractor Address 38 South Main St Concord, NH, 03301	
1.5 Contractor Phone Number (603) 225-2739	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 $558,395
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: Dalia Vidunas 0406D0F65FF040A... Date: 12/7/2021		1.12 Name and Title of Contractor Signatory Dalia Vidunas Executive Director	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 240FE4CF38F04C6... Date: 12/7/2021		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: J Christopher Marshall AAG		On: 12/8/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 12/7/2021

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.

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Date 12/7/2021

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

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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.

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Date 12/7/2021

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

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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.

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 639 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.

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

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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 Contactor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

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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/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).

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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

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;

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:

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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.

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.

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."

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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,

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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. 46% 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. 54% 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.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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 if **any** of the following conditions exist:

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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.

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Exhibit C-1 -Family Planning Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO

Budget Period January 1, 2022 - June 30, 2022

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$431,184		$431,184	$322,605		$322,605	$108,579		$108,579
2. Employee Benefits	$58,631		$58,631	$47,064		$47,064	$11,567		$11,567
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	$750		$750				$750		$750
Lab									
Pharmacy									
Medical									
Office	$250		$250				$250		$250
Outreach	$16,937		$16,937				$16,937		$16,937
6. Travel	$300		$300				$300		$300
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications	$10,362		$10,362				$10,362		$10,362
11. Staff Education and Training									
12. Subcontracts/Agreements	$10,000		$10,000				$10,000		$10,000
13. Other-Translation Services	$300		$300				$300		$300
Other-Licenses									
Other-Outreach Events									
Total	$528,714	$0	$528,714	$369,668	$0	$369,668	$159,045	$0	$159,045

Indirect As A Percent of Direct

Exhibit C-2 -Family Planning Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO

Budget Period July 1, 2022 - June 30, 2023

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 431,184		$ 431,184	$ 299,829		$ 299,829	$ 131,355		$ 131,355
2. Employee Benefits	$ 58,631		$ 58,631	$ 45,321		$ 45,321	$ 13,310		$ 13,310
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational			$ -			$ -	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy			$ -			$ -	$ -		$ -
Medical			$ -			$ -	$ -		$ -
Office			$ -			$ -	$ -		$ -
Outreach			$ -			$ -	$ -		$ -
6. Travel	$ -		$ -			$ -	$ -		$ -
7. Occupancy			$ -			$ -	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone			$ -			$ -	$ -		$ -
Postage			$ -			$ -	$ -		$ -
Subscriptions			$ -			$ -	$ -		$ -
Audit and Legal			$ -			$ -	$ -		$ -
Insurance			$ -			$ -	$ -		$ -
Board Expenses			$ -			$ -	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 6,120		$ 6,120			$ -	$ 6,120		$ 6,120
11. Staff Education and Training	$ -		$ -			$ -	$ -		$ -
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -		$ -
13. Other-Translation Services	$ -		$ -			$ -	$ -		$ -
Other-Licenses	$ -		$ -			$ -	$ -		$ -
Other-Outreach Events	$ 8,260		$ 8,260			$ -	$ 8,260		$ 8,260
			$ -			$ -	$ -		$ -
Total	$ 504,195	$ -	$ 504,195	$ 345,149	$ -	$ 345,149	$ 159,045	$ -	$ 159,045
Indirect As A Percent of Direct		$ -							

Contractor Initials DV

Date 12/7/2021

Exhibit C-3 -Family Planning Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO

Budget Period July 1, 2023 - December 31, 2023

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 431,184		$ 431,184	$ 366,604		$ 366,604	$ 64,580		$ 64,580
2. Employee Benefits	$ 58,631		$ 58,631	$ 50,429		$ 50,429	$ 8,201		$ 8,201
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational			$ -			$ -	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy			$ -			$ -	$ -		$ -
Medical			$ -			$ -	$ -		$ -
Office			$ -			$ -	$ -		$ -
Outreach	$ 6,742		$ 6,742			$ -	$ 6,742		$ 6,742
6. Travel	$ -		$ -			$ -	$ -		$ -
7. Occupancy			$ -			$ -	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone			$ -			$ -	$ -		$ -
Postage			$ -			$ -	$ -		$ -
Subscriptions			$ -			$ -	$ -		$ -
Audit and Legal			$ -			$ -	$ -		$ -
Insurance			$ -			$ -	$ -		$ -
Board Expenses			$ -			$ -	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ -		$ -			$ -	$ -		$ -
11. Staff Education and Training	$ -		$ -			$ -	$ -		$ -
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -		$ -
13. Other-Translation Services	$ -		$ -			$ -	$ -		$ -
Other-Licenses	$ -		$ -			$ -	$ -		$ -
Other-Outreach Events	$ -		$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 496,557	$ -	$ 496,557	$ 417,032	$ -	$ 417,032	$ 79,523	$ -	$ 79,523
Indirect As A Percent of Direct		$ -							

Contractor Initials

Date 12/7/2021

Exhibit C-4 -TANF Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO - TANF

Budget Period January 1, 2022 - June 30, 2022

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 431,184		$ 431,184	$ 407,576		$ 407,576	$ 23,608		$ 23,608
2. Employee Benefits	$ 58,631		$ 58,631	$ 53,564		$ 53,564	$ 5,067		$ 5,067
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational	$ 750		$ 750			$ -	$ 750		$ 750
Lab			$ -			$ -	$ -		$ -
Pharmacy			$ -			$ -	$ -		$ -
Medical			$ -			$ -	$ -		$ -
Office	$ 250		$ 250			$ -	$ 250		$ 250
Outreach	$ 26,937		$ 26,937			$ -	$ 26,937		$ 26,937
6. Travel	$ 300		$ 300			$ -	$ 300		$ 300
7. Occupancy			$ -			$ -	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone			$ -			$ -	$ -		$ -
Postage			$ -			$ -	$ -		$ -
Subscriptions			$ -			$ -	$ -		$ -
Audit and Legal			$ -			$ -	$ -		$ -
Insurance			$ -			$ -	$ -		$ -
Board Expenses			$ -			$ -	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 5,116		$ 5,116			$ -	$ 5,116		$ 5,116
11. Staff Education and Training	$ -		$ -			$ -	$ -		$ -
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -		$ -
13. Other-Translation Services	$ 300		$ 300			$ -	$ 300		$ 300
Other-Licenses	$ -		$ -			$ -	$ -		$ -
Other-Outreach Events	$ 1,985		$ 1,985			$ -	$ 1,985		$ 1,985
			$ -			$ -	$ -		$ -
Total	$ 525,453	$ -	$ 525,453	$ 461,139	$ -	$ 461,139	$ 64,313	$ -	$ 64,313

Indirect As A Percent of Direct

Exhibit C-5 -TANF Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO_ TANF

Budget Period July 1, 2022 - June 30, 2023

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 431,184		$ 431,184	$ 384,800		$ 384,800	$ 46,384		$ 46,384
2. Employee Benefits	$ 58,631		$ 58,631	$ 51,821		$ 51,821	$ 6,809		$ 6,809
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational			$ -			$ -	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy			$ -			$ -	$ -		$ -
Medical			$ -			$ -	$ -		$ -
Office			$ -			$ -	$ -		$ -
Outreach	$ -		$ -			$ -	$ -		$ -
6. Travel	$ -		$ -			$ -	$ -		$ -
7. Occupancy			$ -			$ -	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone			$ -			$ -	$ -		$ -
Postage			$ -			$ -	$ -		$ -
Subscriptions			$ -			$ -	$ -		$ -
Audit and Legal			$ -			$ -	$ -		$ -
Insurance			$ -			$ -	$ -		$ -
Board Expenses			$ -			$ -	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ 6,120		$ 6,120			$ -	$ 6,120		$ 6,120
11. Staff Education and Training	$ -		$ -			$ -	$ -		$ -
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -		$ -
13. Other-Translation Services	$ -		$ -			$ -	$ -		$ -
Other-Licenses	$ -		$ -			$ -	$ -		$ -
Other-Outreach Events	$ 5,000		$ 5,000			$ -	$ 5,000		$ 5,000
			$ -			$ -	$ -		$ -
Total	$ 500,935	$ -	$ 500,935	$ 436,620	$ -	$ 436,620	$ 64,313	$ -	$ 64,313
Indirect As A Percent of Direct		$ -							

Exhibit C-6 -TANF Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Feminist Health Center

Budget Request for: RFP-2022-DPHS-07-REPRO_ TANF

Budget Period July 1, 2023 - December 31, 2023

	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	$ 431,184		$ 431,184	$ 407,576		$ 407,576	$ 23,608		$ 23,608
2. Employee Benefits	$ 58,631		$ 58,631	$ 53,564		$ 53,564	$ 5,067		$ 5,067
3. Consultants			$ -			$ -	$ -		$ -
4. Equipment:			$ -			$ -	$ -		$ -
Rental			$ -			$ -	$ -		$ -
Repair and Maintenance			$ -			$ -	$ -		$ -
Purchase/Depreciation			$ -			$ -	$ -		$ -
5. Supplies:			$ -			$ -	$ -		$ -
Educational			$ -			$ -	$ -		$ -
Lab			$ -			$ -	$ -		$ -
Pharmacy			$ -			$ -	$ -		$ -
Medical			$ -			$ -	$ -		$ -
Office			$ -			$ -	$ -		$ -
Outreach	$ 3,481		$ 3,481			$ -	$ 3,481		$ 3,481
6. Travel	$ -		$ -			$ -	$ -		$ -
7. Occupancy			$ -			$ -	$ -		$ -
8. Current Expenses			$ -			$ -	$ -		$ -
Telephone			$ -			$ -	$ -		$ -
Postage			$ -			$ -	$ -		$ -
Subscriptions			$ -			$ -	$ -		$ -
Audit and Legal			$ -			$ -	$ -		$ -
Insurance			$ -			$ -	$ -		$ -
Board Expenses			$ -			$ -	$ -		$ -
9. Software			$ -			$ -	$ -		$ -
10. Marketing/Communications	$ -		$ -			$ -	$ -		$ -
11. Staff Education and Training	$ -		$ -			$ -	$ -		$ -
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -		$ -
13. Other-Translation Services	$ -		$ -			$ -	$ -		$ -
Other-Licenses	$ -		$ -			$ -	$ -		$ -
Other-Outreach Events	$ -		$ -			$ -	$ -		$ -
			$ -			$ -	$ -		$ -
Total	$ 493,296	$ -	$ 493,296	$ 461,139	$ -	$ 461,139	$ 32,156	$ -	$ 32,156
Indirect As A Percent of Direct		$ -							

Contractor Initials DV

Date 12/7/2021

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

DS DV

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:

12/7/2021
Date

DocuSigned by:
Dalia Vidunas
Name: Dalia Vidunas
Title: Executive Director

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:

12/7/2021
Date

DocuSigned by:
Dalia Vidunas
Name: Dalia Vidunas
Title: Executive Director

DS
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Vendor Initials
12/7/2021
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials DS DV
Date 12/7/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Dalia Vidunas
0406D0E65F4CA...

12/7/2021
Date

Name: Dalia Vidunas
Title: Executive Director

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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.

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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:

DocuSigned by:
Dalia Vidunas
0400D0F853FF4CA...

12/7/2021
Date

Name: Dalia Vidunas
Title: Executive Director

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:

DocuSigned by:
Dalia Vidunas

12/7/2021
Date

Name: Dalia Vidunas
Title: Executive Director

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Contractor Initials

12/7/2021
Date

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials DV

Date 12/7/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Equality Health Center
The State	Name of the Contractor
Patricia M. Tilley	Dalia Vidunas
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Dalia Vidunas
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
12/7/2021	12/7/2021
Date	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:

12/7/2021
Date

DocuSigned by:
Dalia Vidunas
Name: Dalia Vidunas
Title: Executive Director

FORM A

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

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

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: 01/28/21 Next Review Date: 01/01/2022

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

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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.*

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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

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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.

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

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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.

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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 clients'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.

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- 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 ≤ 100% of the FPL, and a discount schedule for clients with

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family incomes >101% and ≤ 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

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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.

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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.

Annual Income:	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**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
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						

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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

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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:

_____

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

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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

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

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

B. Delegate Requirements

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

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

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- **Providing Quality Family Planning Services – Recommendations of CDC and 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

  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/screeningRecc.htm

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

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

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

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the 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

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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)

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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

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presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

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

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

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

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

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

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

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

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

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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

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a) Counsel on the need to take a daily supplement containing folic acid
b) Discussion of reproductive life plan.
c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
d) Other screening services that include
   - Obtain medical history
     - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
     - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
   - Screen for intimate partner violence
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff are in place to ensure an accurate diagnosis At a minimum, provide referral to behavioral health services for those who have a positive screen
   - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
   - Screen for hypertension by obtaining Blood Pressure (BP).
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
   - Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
   - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include.
   - Obtain medical history
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
   - Screen for obesity by obtaining height, weight, & BMI
   - Screen for hypertension by obtaining BP
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

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- 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
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

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

5 Provide STD/HIV risk reduction counseling.

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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

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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
  - **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

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- "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 21st 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

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

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures aap org/Bright%20Futures%20Documents/BF4_Introduction pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http //www naspag org/
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014 http //pediatrics aappublications.org/content/early/2014/09/24/peds 2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- 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

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- 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

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- 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/
- 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

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Title X Community Participation, Education and Project Promotion

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) ecfr.gov

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.

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- 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 it's 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.

<u>The following language may be used for the purpose of member recruitment or orientation</u>:

- 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.

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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.

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- 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:

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- 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.

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- 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

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12/7/2021

NH Family Planning Program (NH FPP) Priorities:

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

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

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

DS

12/7/2021

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

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

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

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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.

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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)

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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.

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Sample Work Plan

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

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

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

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

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

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Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES** •
	EVALUATION ACTIVITIES •
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative** for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year*	

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12/7/2021

Program Goal: ***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***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

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Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.*	

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12/7/2021

NH Family Planning Reporting Calendar SFY 22-24

Due within *30 days* of G&C approval: • SFY 2021 Clinical Guidelines signatures • FP Work Plan	
SFY 22 (January 1, 2022 – December 31, 2023)	
Due Date:	**Reporting Requirement:**
January 14, 2022 ***ONLY FOR THOSE WHO WERE A TITLE X SUB-RECIPIENT FROM JANUARY 1, 2021-JUNE 30, 2021**	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
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 (http://ow.ly/NBJG30dmcF7)
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	**Reporting Requirement:**
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: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2023	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
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 (http://ow.ly/NBJG30dmcF7)
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
SFY 24 (July 1, 2023 – June 30, 2024) ***contract ends on December 31, 2023***	
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)

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January 12, 2024	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2024	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)

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

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New Hampshire Planning Program	
Family Planning Annual Report (FPAR) Existing Data Elements	**Proposed FPAR 2.0 Additional Data Elements**
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

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Family Planning (FP) Performance Indicator #1

Indicators:

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

SFY 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

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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.

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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.

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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.**

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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.

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12/7/2021

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)

OS
DV

- 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

DS
DV

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 740013

Certificate Number: 0005427315

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 August A.D. 2021.

William M. Gardner

Secretary of State

State of New Hampshire

Department of State

Business Name : **Equality Health Center**

Business ID : **740013**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005063226	12/29/2020	03/02/2021	Trade Name Renewal	N/A
0004999482	09/03/2020	09/03/2020	Tradename - First Renewal Notice	N/A
0003266180	03/02/2016	03/02/2016	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
No Principal Infromation found for this business.	

Business Name Search

Back to H

Business Details

Business Name:	CONCORD FEMINIST HEALTH CENTER	Business ID:	66313
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/25/1974		
Principal Business Office Address:	38 SO MAIN ST, CONCORD, NH, 03301, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire	Last Nonprofit Report Year:	2020
Duration:	Perpetual		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Registered Agent Information

Name:	NONE
Physical Address:	NONE
Mailing Address:	NONE

Trade Name Information

Business Name	Business ID	Business Status
NEW HAMPSHIRE FEMINIST HEALTH CENTER	42267	Expired
CONCORD FEMINIST HEALTH CENTER	74384	Active
Equality Health Center	740013	Active

Trade Name Owned By

Name	Title	Address

Back Filing History Address History View All Other Addresses Name History Shares Return to Search (/online/BusinessInquire/?isStartUpActi

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- Contact Us (/online/Home/ContactUS)

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Equality 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 May 19, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dalia Vidunas, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Equality Health Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 12/07/2021

Signature of Elected Officer
Name: Elizabeth Campbell
Title: Treasurer

NHWOMEN-01 MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2021

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: msnell@davistowle.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Union Mutual of Vermont
INSURED NH Women's Health Services Inc DBA Equality Health Center 38 South Main Street Concord, NH 03301	INSURER B : First Community Insurance Co.
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			BOP0048777	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC009863312	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Policy
Insurance Company: Evanston Insurance Company
Policy Dates: 1/10/2021 to 1/10/2022
Limits of Liability:
$1,000,000 Each Claim
$3,000,000 Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of NH - NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Mary Ellen Snell

AGENCY CUSTOMER ID: NHWOMEN-01 MSNELL

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Davis & Towle Morrill & Everett, Inc.	NH Women's Health Services Inc DBA Equality Health Center 38 South Main Street Concord, NH 03301
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2020 to 9/6/2021
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

Employment Practices Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2020 to 9/6/2021
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

WC 00 00 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Original Printing | Issued September 14, 2021 | Standard

Type : Stock
FirstComp Insurance Company
222 South 15th St. Ste 1500N
Omaha,NE 681021680
888-500-3344

NCCI Carrier Code:35513
Policy Number: WC0098633-13
Renewal of Policy: WC0098633-12
Rewrite of Policy:
Fein # / Risk ID #: 237368251 /

1. The Insured's Name and Mailing address:
NEW HAMPSHIRE WOMENS
HEALTH SERVICES, INC.
38 S Main St
Concord, NH 03301-4817
Phone:603-225-2739
Other work place not shown above: See Attached Location Schedule

DBA Name: EQUALITY HEALTH CARE CENTER
SIC CODE: 8011

Type of entity: Nonprofit

2. The policy period is from 10/01/2021 **to** 10/01/2022 **[12.01 AM Standard Time] at the insured's mailing address.**

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: NEW HAMPSHIRE

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A .
The limits of our liability under Part Two are:

Bodily Injury by Accident:	$ 100,000	each accident
Bodily Injury by Disease:	$ 500,000	policy limit
Bodily Injury by Disease:	$ 100,000	each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here: AZ, AR, CO, CT, HI, IN, IA, KS, MA, MN, MS, MO, NE, NV, NH, NM, OK, PA, RI, SC, SD, TN, VA and WV

D. California Endorsements and Schedules

Other State Endorsements and Schedules:
WC000001A, WCPYMSCH, WC000000C, WC000308, WC000406, WC000414A, WC000419, WC000421E, WC000422C, WC000425, WC280404, WC280405, WC280601, WC280604, MJWC1000, MIL 1214, MPIL 1083, MPIL 1007 01 20

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.

Minimum Premium: $237.00 | Deposit Premium: $1,372.00 | Total Estimated Annual Premium: $2,288.00
Pay plan: 2-Pay - 60 %

Producer: Davis & Towle Group, Inc. - Concord
115 Airport Rd, 603-225-6611
Concord, NH 03301

Countersigned By:

Date: 09/15/2021

Servicing office: Markel Service, Inc., (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

EHC Equality Health Center
Quality • Compassion • Respect

Mission Statement

Equality Health Center's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- We are a client-centered, not-for-profit, independent healthcare facility.
- We provide quality, evidence-based healthcare.
- We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- We respect the dignity of all individuals and act with compassion.
- We remain committed to reproductive freedom and social justice.
- We are committed to providing difficult to access healthcare, with expertise in abortion and LGBTQ care.
- We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- We provide medically accurate, comprehensive and respectful client and community education.
- We actively seek collaborations within our community to accomplish shared goals.
- We are committed to the training of future healthcare providers.
- We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.

Hennessey & Vallee, PLLC
125 N State Street
Concord, NH 03301
603-225-0941

November 16, 2020

CONFIDENTIAL

CONCORD FEMINIST HEALTH CENTER
38 SOUTH MAIN STREET
CONCORD, NH 03301

Dear Board Members:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare your federal and state exempt organization returns from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks and other data that form the basis of these returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the tax returns and, therefore, you should review them carefully before you sign them. Our work in connection with the preparation of your tax returns does not include any procedures designed to discover defalcations and/or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the tax returns.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us. Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due and payable upon presentation. If the foregoing fairly sets forth your understanding, please sign below in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of the return copy of this letter. We want to express our appreciation for this opportunity to work with you.

Very truly yours,
Hennessey & Vallee, PLLC

Accepted By:

Date:

Forms 990 / 990-EZ Return Summary

For calendar year 2019, or tax year beginning , and ending

23-7368251

CONCORD FEMINIST HEALTH CENTER

Net Asset / Fund Balance at Beginning of Year			542,808
Revenue			
Contributions	250,708		
Program service revenue	645,678		
Investment income	4,658		
Capital gain / loss			
Fundraising / Gaming:			
Gross revenue			
Direct expenses			
Net income			
Other income	3,141		
Total revenue		904,185	
Expenses			
Program services	728,240		
Management and general	156,771		
Fundraising	14,795		
Total expenses		899,806	
Excess / (deficit)			4,379
Changes			23,421
Net Asset / Fund Balance at End of Year			570,608

Reconciliation of Revenue

Total revenue per financial statements	
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
Total revenue per return	904,185

Reconciliation of Expenses

Total expenses per financial statements	
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
Total expenses per return	899,806

Balance Sheet

	Beginning	Ending	Differences
Assets	588,256	764,655	
Liabilities	45,448	194,047	
Net assets	542,808	570,608	27,800

Miscellaneous Information

Amended return	
Return / extended due date	11/16/20
Failure to file penalty	

N68251V 11/16/2020 1:43 PM

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning ..... 2019, and ending ..... 20 .....

▶ Do not send to the IRS. Keep for your records.

▶ Go to *www.irs.gov/Form8879EO* for the latest information.

OMB No. 1545-1878

2019

Name of exempt organization

CONCORD FEMINIST HEALTH CENTER

Employer identification number

23-7368251

Name and title of officer

ELIZABETH CAMPBELL
TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a	Form 990 check here ▶ [X] b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	904,185
2a	Form 990-EZ check here ▶ [ ] b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a	Form 1120-POL check here ▶ [ ] b Total tax (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here ▶ [ ] b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a	Form 8868 check here ▶ [ ] b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize HENNESSEY & VALLEE, PLLC to enter my PIN 68251 as my signature
ERO firm name
Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ Date ▶ 05/20/20

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02191903301

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ CHARLENE T. VALLEE, CPA Date ▶ 05/20/20

ERO Must Retain This Form — See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form 8879-EO (2019)

DAA

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Form **990** (Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

A For the 2019 calendar year, or tax year beginning , and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: CONCORD FEMINIST HEALTH CENTER

Doing business as: EQUALITY HEALTH CENTER

Number and street (or P.O. box if mail is not delivered to street address): 38 SOUTH MAIN STREET

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: CONCORD NH 03301

D Employer identification number: 23-7368251

E Telephone number: 603-225-2736

G Gross receipts $: 904,185

F Name and address of principal officer:
NICOLE BATES
36 CANAL STREET, APT 302
SOMERSWORTH NH 03878

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.EQUALITYHC.ORG

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1974

M State of legal domicile: NH

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
TO PROVIDE HIGH QUALITY REPRODUCTIVE HEALTH CARE AND LGBTQ SERVICES.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	10
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	25
6 Total number of volunteers (estimate if necessary)	6	15
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 39	7b	0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	266,972	250,708
9 Program service revenue (Part VIII, line 2g)	585,989	645,678
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,874	4,658
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	70,321	3,141
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	927,156	904,185
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	602,316	580,541
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 14,795		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	285,183	319,265
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	887,499	899,806
19 Revenue less expenses. Subtract line 18 from line 12	39,657	4,379

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	588,256	764,655
21 Total liabilities (Part X, line 26)	45,448	194,047
22 Net assets or fund balances. Subtract line 21 from line 20	542,808	570,608

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ ELIZABETH CAMPBELL TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: CHARLENE T. VALLEE, CPA	Preparer's signature: CHARLENE T. VALLEE, CPA	Date: 11/16/20	Check ☒ if self-employed	PTIN: P00049215

Firm's name ▶ HENNESSEY & VALLEE, PLLC — Firm's EIN ▶ 47-5012649

Firm's address ▶ 125 N STATE STREET, CONCORD, NH 03301 — Phone no. 603-225-0941

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TO PROVIDE HIGH QUALITY REPRODUCTIVE HEALTH CARE AND LGBTQ SERVICES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 728,240 including grants of $) (Revenue $)

WE SERVED OVER 1,875 CLIENTS FROM NEW HAMPSHIRE, MAINE AND MASSACHUSETTS IN 2018, PROVIDING A WIDE VARIETY OF REPRODUCTIVE HEALTH CARE SERVICES. WE PRIDE OURSELVES ON GIVING EACH CLIENT EXCEPTIONAL, INDIVIDUALIZED CARE IN A NURTURING ATMOSPHERE AND COMFORTABLE ENVIRONMENT BY A TEAM OF EXTRAORDINARY PROFESSIONALS. WE PROVIDE GYNECOLOGICAL CARE, FAMILY PLANNING/BIRTH CONTROL, SURGICAL AND MEDICATION ABORTIONS, MISCARRIAGE MANAGEMENT, FREE PREGNANCY TESTING, FREE OPTIONS COUNSELING, LGBTQ SERVICES, MEN'S SEXUAL HEALTH, TRANSGENDER HEALTH CARE INCLUDING HORMONE THERAPY, TEEN SERVICES, STD/STI/HIV TESTING AND TREATMENT, AND INFORMATION, REFERRALS, AND EDUCATIONAL SPEAKERS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4c (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 728,240

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	Section. 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	6		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	25		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?	13a			
	Note: See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	10		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☒ Another's website ☒ Upon request ☒ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

KAREN JOYAL 38 SOUTH MAIN STREET

CONCORD NH 03301 603-225-2736

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See Instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DALIA VIDUNAS	40.00									
EXECUTIVE DIRECTOR	0.00			X				72,747	0	0
(2) NICOLE BATES	2.00									
CHAIR	0.00	X		X				0	0	0
(3) SANDRA BURZON ACKERMAN	1.00									
EX-OFFICIO	0.00	X						0	0	0
(4) DEBRA PETRICK	2.00									
VICE CHAIR	0.00	X		X				0	0	0
(5) ELIZABETH CAMPBELL	2.00									
TREASURER	0.00	X		X				0	0	0
(6) J CLETUS BAIER	2.00									
TREASURER (PAST)	0.00	X		X				0	0	0
(7) GAYLE SPELMAN	2.00									
SECRETARY	0.00	X		X				0	0	0
(8) DEBORAH GERBER	1.00									
BOARD MEMBER	0.00	X						0	0	0
(9) ROBERT KELLY	1.00									
BOARD MEMBER	0.00	X						0	0	0
(10) RICK LAPAGE	1.00									
BOARD MEMBER	0.00	X						0	0	0
(11) JOHN MALMBERG	1.00									
BOARD MEMBER	0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) JESS I PLACE	1.00									
BOARD MEMBER	0.00	X						0	0	0
1b Subtotal ▶								72,747		
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								72,747		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	250,708				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h Total. Add lines 1a–1f			250,708			
			Business Code				
Program Service Revenue	2a HEALTH CARE SERVICES		624100	642,673	642,673		
	b MEDICAL RESIDENT FEES		624100	3,005	3,005		
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a–2f			645,678			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			4,658	4,658		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ ..... of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
			Business Code				
Miscellaneous Revenue	11a MERCHANDISE SALES		900003	2,413	2,413		
	b MISCELLANEOUS		624100	728	728		
	c						
	d All other revenue						
	e Total. Add lines 11a–11d			3,141			
	12 Total revenue. See instructions			904,185	653,477	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	72,747	57,906	13,822	1,019
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	429,566	341,934	81,618	6,014
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	37,289	26,624	10,068	597
10 Payroll taxes	40,939	32,588	7,778	573
11 Fees for services (nonemployees):				
a Management				
b Legal	500	500		
c Accounting	3,382	3,382		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	69,104	66,041	3,063	
12 Advertising and promotion	18,647	15,235	242	3,170
13 Office expenses	23,509	4,425	17,564	1,520
14 Information technology				
15 Royalties				
16 Occupancy	25,618	20,007	5,124	487
17 Travel	1,099	1,099		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	24,789	24,789		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	17,174	13,413	3,435	326
23 Insurance	18,749	17,024	1,594	131
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MEDICAL SUPPLIES	85,429	85,429		
b BANK AND CREDIT CARD CHAR	7,041		7,041	
c TELEPHONE AND INTERNET	6,727	5,052	1,480	195
d MEMBERSHIPS	4,740	3,555	711	474
e All other expenses	12,757	9,237	3,231	289
25 Total functional expenses. Add lines 1 through 24e	899,806	728,240	156,771	14,795
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		-803	1	65
	2	Savings and temporary cash investments		138,328	2	196,297
	3	Pledges and grants receivable, net		48,038	3	
	4	Accounts receivable, net		55,103	4	159,184
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net		1,420	7	2,360
	8	Inventories for sale or use		12,211	8	28,031
	9	Prepaid expenses and deferred charges		7,424	9	15,621
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 632,450			
	b	Less: accumulated depreciation	10b 424,993	200,787	10c	207,457
	11	Investments—publicly traded securities		125,748	11	155,640
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	Total assets. Add lines 1 through 15 (must equal line 33)		588,256	16	764,655
Liabilities	17	Accounts payable and accrued expenses		45,448	17	29,612
	18	Grants payable			18	
	19	Deferred revenue			19	164,435
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	Total liabilities. Add lines 17 through 25		45,448	26	194,047
Net Assets or Fund Balances		Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.				
	27	Net assets without donor restrictions		542,808	27	570,608
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		542,808	32	570,608
	33	Total liabilities and net assets/fund balances		588,256	33	764,655

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	904,185
2	Total expenses (must equal Part IX, column (A), line 25)	2	899,806
3	Revenue less expenses. Subtract line 2 from line 1	3	4,379
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	542,808
5	Net unrealized gains (losses) on investments	5	23,421
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	570,608

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X	
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

CONCORD FEMINIST HEALTH CENTER

Employer identification number

23-7368251

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).

2 ☐ A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).

4 ☐ A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)

8 ☐ A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)

9 ☐ An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See section 509(a)(4).

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) ... 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ... ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) ... 14 %

15 Public support percentage from 2018 Schedule A, Part II, line 14 ... 15 %

16a **33 1/3% support test—2019.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ... ▶ ☐

b **33 1/3% support test—2018.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ... ▶ ☐

17a **10%-facts-and-circumstances test—2019.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ... ▶ ☐

b **10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ... ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ... ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	124,338	173,183	191,945	266,972	250,708	1,007,146
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	707,689	623,154	626,744	660,184	653,477	3,271,248
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	832,027	796,337	818,689	927,156	904,185	4,278,394
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						4,278,394

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6	832,027	796,337	818,689	927,156	904,185	4,278,394
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,567	2,140	2,082	3,874		9,663
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	1,567	2,140	2,082	3,874		9,663
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	232	1,041	1,503	70,321		73,097
13 Total support. (Add lines 9, 10c, 11, and 12.)	833,826	799,518	822,274	1,001,351	904,185	4,361,154

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	98.10 %
16	Public support percentage from 2018 Schedule A, Part III, line 15	16	97.99 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

- a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*
- b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*
- c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer (a) and (b) below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify **those supported organizations and explain** how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer (a) and (b) below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2019 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
b	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount			
i	Carryover from 2014 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2019 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2019 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	**Excess distributions carryover to 2020.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2015			
b	Excess from 2016			
c	Excess from 2017			
d	Excess from 2018			
e	Excess from 2019			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PART III, LINE 12 - OTHER INCOME DETAIL

MISCELLANEOUS	$	4,555
CLASS ACTION SETTLEMENT	$	68,542

Schedule B (Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2019

Name of the organization

CONCORD FEMINIST HEALTH CENTER

Employer identification number

23-7368251

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33⅓% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) $5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ▶ $

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: CONCORD FEMINIST HEALTH CENTER

Employer identification number: 23-7368251

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	STATE OF NH HIV EARLY INTERVENTION CAPITOL STREET CONCORD NH 03301	$ 75,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	STATE OF NH FAMILY PLANNING GRANT CAPITOL STREET CONCORD NH 03301	$ 63,338	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	CHARTER CHARITABLE FOUNDATION 901 NORTH MAIN STREET CONCORD NH 03301	$ 20,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	THE ARCHIBALD FOUNDATION 7100 ROBERTS ROAD TALLAHASSEE FL 32309	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	FIDELITY CHARITABLE PO BOX 770001 CINCINNATI OH 45277-0053	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	HOPEWELL FOUNDATION PO BOX 470 ROCK HILL SC 29731	$ 20,136	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

CONCORD FEMINIST HEALTH CENTER

Employer identification number

23-7368251

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Protection of natural habitat
☐ Preservation of open space
☐ Preservation of a historically important land area
☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $
(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $
b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ %
b Permanent endowment ▶ %
c Term endowment ▶ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		30,934		30,934
b Buildings		348,306	201,728	146,578
c Leasehold improvements				
d Equipment		253,210	223,265	29,945
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				207,457

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ..... [X]

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FIN 48 FOOTNOTE

X

PART XIII - SUPPLEMENTAL FINANCIAL INFORMATION

PART X- FIN 48 FOOTNOTE

THE ORGANIZATION COMPLIES WITH THE ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES STANDARD. ACCORDINGLY, MANAGEMENT HAS EVALUATED ITS TAX POSITIONS AND HAS CONCLUDED THAT THE ORGANIZATION HAS MAINTAINED ITS TAX EXEMPT STATUS, DOES NOT HAVE ANY SIGNIFICANT UNRELATED BUSINESS INCOME, AND HAS TAKEN NO UNCERTAIN TAX POSITIONS THAT REQUIRE ADJUSTMENT OR DISCLOSURE IN ITS FINANCIAL STATEMENTS. WITH FEW EXCEPTIONS, THE ORGANIZATION IS NO LONGER

Part XIII Supplemental Information *(continued)*

SUBJECT TO INCOME TAX EXAMINATIONS BY THE U.S. FEDERAL OR STATE AUTHORITIES FOR YEARS BEFORE 2015.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

CONCORD FEMINIST HEALTH CENTER

Employer identification number

23-7368251

DOING BUSINESS AS - ADDITIONAL NAMES

EQUALITY HEALTH CENTER

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

A COPY OF FORM 990 IS PROVIDED TO THE MEMBERS OF THE BOARD FOR THEIR REVIEW PRIOR TO IT BEING FILED WITH THE INTERNAL REVENUE SERVICE.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

POTENTIAL CONFLICTS OF INTEREST ARE REVIEWED ANNUALLY AT A BOARD MEETING.

FORM 990, PART VI, LINE 18 - NO PUBLIC DISCLOSURE EXPLANATION

ALL DOCUMENTS ARE AVAILABLE UPON REQUEST AT THE HEALTH CENTER'S OFFICE.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

ALL DOCUMENTS OF THE ORGANIZATION ARE AVAILABLE UPON REQUEST.

Form **990**

Two Year Comparison Report

For calendar year 2019, or tax year beginning , ending

2018 & 2019

Name

CONCORD FEMINIST HEALTH CENTER

Taxpayer Identification Number

23-7368251

			2018	2019	Differences
Revenue	1. Contributions, gifts, grants	1.	266,972	250,708	-16,264
	2. Membership dues and assessments	2.			
	3. Government contributions and grants	3.			
	4. Program service revenue	4.	585,989	645,678	59,689
	5. Investment income	5.	3,874	4,658	784
	6. Proceeds from tax exempt bonds	6.			
	7. Net gain or (loss) from sale of assets other than inventory	7.			
	8. Net income or (loss) from fundraising events	8.			
	9. Net income or (loss) from gaming	9.			
	10. Net gain or (loss) on sales of inventory	10.			
	11. Other revenue	11.	70,321	3,141	-67,180
	12. Total revenue. Add lines 1 through 11	12.	927,156	904,185	-22,971
Expenses	13. Grants and similar amounts paid	13.			
	14. Benefits paid to or for members	14.			
	15. Compensation of officers, directors, trustees, etc.	15.	72,747	72,747	
	16. Salaries, other compensation, and employee benefits	16.	529,569	507,794	-21,775
	17. Professional fundraising fees	17.			
	18. Other professional fees	18.	57,060	72,986	15,926
	19. Occupancy, rent, utilities, and maintenance	19.	20,121	25,618	5,497
	20. Depreciation and Depletion	20.	17,336	17,174	-162
	21. Other expenses	21.	190,666	203,487	12,821
	22. Total expenses. Add lines 13 through 21	22.	887,499	899,806	12,307
	23. Excess or (Deficit). Subtract line 22 from line 12	23.	39,657	4,379	-35,278
Other Information	24. Total exempt revenue	24.	927,156	904,185	-22,971
	25. Total unrelated revenue	25.			
	26. Total excludable revenue	26.	660,184	653,477	-6,707
	27. Total assets	27.	588,256	764,655	176,399
	28. Total liabilities	28.	45,448	194,047	148,599
	29. Retained earnings	29.	542,808	570,608	27,800
	30. Number of voting members of governing body	30.	10	10	
	31. Number of independent voting members of governing body	31.	10	10	
	32. Number of employees	32.	21	25	
	33. Number of volunteers	33.	15	15	

Form **990** | **Tax Return History** | **2019**

Name

CONCORD FEMINIST HEALTH CENTER

Employer Identification Number
23-7368251

	2015	2016	2017	2018	2019	2020
Contributions, gifts, grants	124,338	184,503	191,945	266,972	250,708	
Membership dues						
Program service revenue	707,457	622,113	623,159	585,989	645,678	
Capital gain or loss		6,125	19,376			
Investment income	1,567	2,140	2,082	3,874	4,658	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	232	1,041	1,503	70,321	3,141	
Total revenue	833,594	815,922	838,065	927,156	904,185	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.	68,889	68,349	69,348	72,747	72,747	
Other compensation	411,310	422,726	465,962	529,569	507,794	
Professional fees	63,004	58,177	50,793	57,060	72,986	
Occupancy costs	23,262	22,817	21,740	20,121	25,618	
Depreciation and depletion	11,860	12,722	13,648	17,336	17,174	
Other expenses	260,189	195,506	164,980	190,666	203,487	
Total expenses	838,514	780,297	786,471	887,499	899,806	
Excess or (Deficit)	-4,920	35,625	51,594	39,657	4,379	
Total exempt revenue	833,594	815,922	838,065	927,156	904,185	
Total unrelated revenue						
Total excludable revenue	709,256	631,419	646,120	660,184	653,477	
Total Assets	494,771	518,408	558,790	588,256	764,655	
Total Liabilities	53,471	45,269	50,702	45,448	194,047	
Net Fund Balances	441,300	473,139	508,088	542,808	570,608	

Federal Statements

Taxable Dividends from Securities

Description	Amount	Unrelated Business	Exclusion Code	Postal Code	Acquired after 6/30/75	US Obs ($ or %)
INVESTMENT INCOME	$ 4,658					
TOTAL	$ 4,658					

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
PAYROLL SERVICE FEES	$ 714	$ 714	$	$
LABORATORY FEES	29,324	26,261	3,063	
BACKGROUND CHECKS	50	50		
TRANSLATION	715	715		
MEDICAL PRACTITIONERS	31,900	31,900		
OFFICE CLEANING	5,201	5,201		
OTHER	1,200	1,200		
TOTAL	$ 69,104	$ 66,041	$ 3,063	$ 0

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
LICENSING AND FEES	$ 4,320	$ 4,320	$	$
EQUIPMENT RENTAL	3,978	1,909	2,069	
REPAIR AND MAINTENANCE	2,104	1,641	421	42
POSTAGE AND SHIPPING	1,647	659	741	247
STAFF DEVELOPMENT	708	708		
TOTAL	$ 12,757	$ 9,237	$ 3,231	$ 289

Federal Statements

Schedule A, Part III, Line 1(e)

Description	Amount
OTHER CONTRIBUTIONS	$ 40,537
EVENTS	21,697
STATE OF NH HIV EARLY INTERVENTION	
CASH CONTRIBUTION	75,000
STATE OF NH FAMILY PLANNING GRANT	
CASH CONTRIBUTION	63,338
CHARTER CHARITABLE FOUNDATION	
CASH CONTRIBUTION	20,000
THE ARCHIBALD FOUNDATION	
CASH CONTRIBUTION	5,000
FIDELITY CHARITABLE	
CASH CONTRIBUTION	5,000
HOPEWELL FOUNDATION	
CASH CONTRIBUTION	20,136
TOTAL	$ 250,708

Schedule A, Part III, Line 2(e)

Description	Amount
HEALTH CARE SERVICES	$ 642,673
MEDICAL RESIDENT FEES	3,005
INVESTMENT INCOME	4,658
MISCELLANEOUS	728
MERCHANDISE SALES	2,413
TOTAL	$ 653,477

EHC Equality Health Center
Quality • Compassion • Respect

Board of Directors
August 2021

Debra Petrick, RN, BSN
Chair
Term exp: May2023

Elizabeth (Liz) Campbell
Treasurer
Term exp: May 2024

Gayle Spelman, PA
Secretary
Term exp: May 2022

Margaret Almeida, PhD, MBA
Term exp: 2023

Dianne Bischoff
Term exp: May 2024

Mary Danca, MD
Term exp: May 2024

Janet DeVito
Term exp: May 2022

Nancy Greenwood
Term exp: May 2024

Rick LaPage, APRN
Term exp: May 2024

John Malmberg, JD
Term exp: May 2024

Julia Morgan
Term exp: May 2024

Bree Sullivan
Term exp: May 2023

EHC Contact Information
Physical & mailing address: 38 South Main Street Concord, NH 03301
Phones: 603-225-2739 (main line); 603-225-6031; 603-224-3251 **Fax:** 603-228-6255
Email: info@equalityhc.org ~ **Web:** www.equalityhc.org
Medical Director, Dr. Elizabeth Sanders:
Executive Director, Dalia Vidunas: dalia@equalityhc.org

Alexandra Riccio

Family Nurse Practitioner looking for position in Gynecology, Neurology, Endocrinology, Dermatology, or behavioral health.

I am seeking a position as a nurse practitioner in various areas of medicine including gynecology, women's health, neurology, pain management, endocrinology, dermatology, breast care or behavioral health. I have a dynamic personality and I am a hard worker and enjoy working with others. I love seeing my patients improve their health and teaching them to maintain a healthy and fruitful lifestyle.

Willing to relocate to: Andover, NH - Manchester, NH
Authorized to work in the US for any employer

Work Experience

Nurse Practitioner

WOMEN'S CARE - Saratoga Springs, NY
July 2019 to Present

I currently see female patients for wellness and also various diagnoses. I am skilled at endometrial biopsies, iuc insert, implant insert and removal, treatment of stds, birth control education and prescribing, menopause, menstrual problems, migraines, pelvis US.

Nurse Practitioner

Adirondack neurology associates - Glens Falls, NY
November 2017 to Present

I work as a NP seeing patients and diagnosing and treating appropriately.

Nurse Practitioner

Integrative medicine, Classical homeopathy, Pulsed electromagnetic field therapy - Saratoga Springs, NY
2011 to Present

2001-present Center For Bioenergetic Integration: Private practice incorporating Classical Homeopathy, Pulsed Electromagnetic Field therapy, lifestyle, exercise, and nutrition counseling.

Nurse practitioner

FNP Women's Health - Saratoga Springs, NY
August 2008 to October 2017

Planned Parenthood-FNP Women's Health

Nurse Practitioner

Continuum Center for Health and Healing, Beth Israel Hospital - New York, NY
2010 to 2011

FNP Integrative Medical approach to Women's Health and Homeopathy for all ages.

M.S.
Stony Brook University - Stony Brook, NY
May 2008

B.S.N.
Stony Brook University - Stony Brook, NY
May 2003

certificate in Homeopathy
The New England School of Homeopathy - Amherst, MA
January 1999 to February 2001

Ph.D. in Physiology and Neurobiology
University of Connecticut - Storrs, CT
May 1999

M.S. in Physiology and Neurobiology
University of Connecticut - Storrs, CT
December 1996

B.A. in Biology
Skidmore College - Saratoga Springs, NY
May 1992

Nursing Licenses

RN
Expires: January 2020

State: NY

CNP
Expires: January 2021

State: NY

Skills

Nurse Practitioner, BLS, Family Nurse Practitioner, Healthcare, PowerPoint, Excel, pediatric, training, EMR, ACLS

Certifications and Licenses

RN
January 2021

Registered Nurse Since 2003

Family Nurse Practitioner
January 2020

ELIZABETH ANN SANDERS, MD

Profile

Board Certified in Family Medicine 1997. Solo owner of a successful Family Practice office 2001-current. User of Centricity EMR since 1995 and Allscripts PM since 2006. Dedicated physician with excellent clinical skills.

Employment

2/01-current	Sanders Family Medicine, PLLC, Concord, NH; owner, solo Family Practice office. The office is one of only three independent primary care practices in the community, and has been fully electronic since inception. We are highly respected in the community for offering comprehensive, individualized, quality medical care.
6/97-1/01	Family Physicians of Hopkinton, Hopkinton, NH; small Family Practice group, hospital owned
3/94-5/95	Antrim Girls Shelter, Antrim, NH; adolescent gynecology and medicine
1/94-5/95	Concord Feminist Health Center, Concord, NH; office gynecology, colposcopy and LEEP; special interest in cervical dysplasia
4/94-5/95	Planned Parenthood of Northern New England, Bedford, NH; Gyn consultant, colposcopy clinics
1/92-8/93	Dubai London Clinic, Dubai, UAE; small multi-specialty group; general OB/Gyn, general adult medical care, some pediatrics
7/90-10/91	Fargo Clinic, Fargo, ND; large multi-specialty group, general OB/Gyn, special interest in cervical dysplasia, colposcopy and lower genital tract laser
7/89-5/90	Clinical Associates, Baltimore, MD; large multi-specialty group, general OB/Gyn work

Education

5/95-6/97	Dartmouth Family Practice Residency, Concord, NH
9/85-6/89	State University of New York at Buffalo OB/Gyn Residency, Buffalo, NY; Russell B. Van Coevering award for excellence in patient care
9/81-6/85	University of Minnesota, Minneapolis, MN, Doctor of Medicine; volunteer work in Uganda with Minnesota International Health Volunteers; volunteer work with Riverside People's Center (free clinic)

9/80-6/81	University of Minnesota, Minneapolis, MN, graduate work in Genetics
8/76-6/80	Stanford University, Palo Alto, CA, BA English; varsity women's soccer; semester in Vienna, Austria; volunteer work with homeless Hemel Hempstead, England
9/63-6/76	Breck School, Minneapolis, MN, National Merit Scholar

References available upon request.

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

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

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

PROFESSIONAL EXPERIENCE

Executive Director **2010 – present**
Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care and family planning. Responsible for overhauling entire $900,000 program to tighten focus, streamline operations and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development.

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

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

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

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

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

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

Director 1986 - 1992

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

Child Protective Service Worker 1982 - 1986

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

Child Care Worker 1979 - 1981

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

EDUCATION

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

PROFESSIONAL DEVELOPMENT COURSEWORK

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

PROFESSIONAL ORGANIZATIONS

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

AWARDS

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

Lauren Rouse

EDUCATION

Associate in Science of Nursing, NHTI, Concord, NH — January 2017- May 2020
- Plan to matriculate Spring 2022

Lakes Region Community College, Laconia, NH — August 2017- March 2018
- Licensed Nursing Assistant

Merrimack Valley High School, Penacook, NH — August 2014- June 2018
- GPA- 4.1/4.33

EXPERIENCE

Concord Hospital, Concord, NH — August 2018- December 2019
Associate in Science of Nursing Clinical Hours
·Experience in family birthplace, pediatrics, and medical surgical
·Assist patients in meeting self-care deficits
·Assess all patient's body systems
·Participating in the six rights of medication administration
·Maintaining accurate documentation in electronic medical records
·Participate in patient teaching and discharge

Catholic Medical Center, Manchester, NH
Associate in Science of Nursing Clinical Hours
·Experience in medical surgical
·Participate in Acute Care Partnership

Merrimack County Nursing Home, Boscawen, NH — June 2018- July 2020
Licensed Nursing Assistant
·Assist in residents' personal care and ADL
·Maintain accurate and timely documentation
·Maintain resident safety

ConvenientMD, Bedford, NH — August 2020- Present
Registered Nurse
·Medication administration, oral, IM, IV, intradermal and subcutaneous
·Phlebotomy
·Obtain vital signs and patient history
·Use of eMar documentation
·Point of care testing
·Participate in interdisciplinary care
·IV infusion therapy
· Precept new hires
·Patient teaching

LICENSURES AND CERTIFICATIONS

BLS, CPR and AED Certification — June 2019
Licensed Nursing Assistant — April 2018
Registered Nurse — June 2020

Sarah Anna Anderson

Education:

~2003 Birthwise Midwifery School. Certified Professional Midwife

~1993-1996 University of New Hampshire, BA. Women's Studies, Psychology

~1992-1993 University of Vermont. Undergraduate course work

Relevant Work Experience:

~Call Center Staff/Manager, Shambhala Mountain Center, Boulder Office.

Boulder, Colorado: January 2012 - March 2013.

Support staff and then manager of the Call Center for Shambhala Mountain Center, an educational not-for-profit retreat center in the Rocky Mountains. Coordinate and support the call center taking registrations and general inquiries from participants and public. Work in tandem with Guest Services Department for program information and Marketing/Development/Programming to design and maintain website, run data base reports, and maintain catalog distribution services.

~Human Resources Manager, Shambhala Mountain Center.

Red Feather Lakes, Colorado: April 2008 - November 2011.

Management of all Human Resources activities for fifty year round staff and approximately one hundred yearly volunteers at Shambhala Mountain.Center, an educational not-for-profit retreat center in the Rocky Mountains; recruitment, retention and training; employee benefits administration; co-creation and maintenance of policies and procedures. Lead and facilitate staff/management development and teambuilding/organizational development; develop, monitor and implement annual and seasonal staff recruitment plan; oversee staff arrivals/departures, orientation and transitions; maintain staff contracts and allocation of staff benefits, medical/dental insurance, housing and monthly payroll; staff data tracking for benefits, time off sick leave, workman's compensation; website management for staffing opportunities, participation in Senior Management team as needed. Some pertinent skills include general data entry, QuickBooks, Outlook, Excel, Word.

~Owner, Certified Professional Midwife, Anahata Midwifery Services.

NH ME MA VT, CO 2004-2010

Provide complete prenatal, labor, delivery, post-partum, normal newborn care, primary care and well-women care to women and newborns as a Certified Professional Midwife. Provide family planning and contraceptive method counseling. Conduct comprehensive physical exams and order laboratory, screening and other diagnostic tests. Provide extensive health care education and counseling, as well as engage in shared decision-making and informed consent with clients and patients.

Sarah Anna Anderson

~Health Care Liaison and Med Tech, Joan G. Lovering Center of Portsmouth

Portsmouth, NH 1998-2008.

A not-for-profit health clinic providing well women care, full gynecological care, primary care and state of NH funded STD/HIV testing and treatment. Responsibilities include: direct source for clients, visitors and vendors; oversee interns from local universities in office and clinical service positions; function as laboratory technician and medical assistant to Nurse Practitioners and Obstetricians/Gynecologists; provide counseling for HIV/STD, contraception, and gynecological services; daily office maintenance, scheduling appointments, relating to consulting external medical providers, medical chart review and data gathering/reporting for the State of NH, grant writing research assistance, insurance coverage verification and insurance claim filing/reporting, general clinic information and referrals.

Current Certifications:

~Certified Doula and Childbirth Educator

~Adult, Infant and Neonatal CPR and resuscitation

~National Red-Card Certified Wild Land Firefighter

References available upon request.

Employment:
1995 to the present: Equality Health Center (formerly Concord Feminist Health Center), 38 S. Main St. Concord, NH 03301
Title: Medical Services Coordinator

Direct Client Care Responsibilities
- Phones/Appt. making
- Health education counseling
- Reviewing and documenting medical histories for the providers
- Limited OB Ultrasound for gestational dating
- Assisting the medical providers with medical procedures
- Sterilizing medical instruments
- Miscellaneous medical /office duties-filing, confirming appointments, verifying insurance
- Talking to clients lacking funds to pay for their appointments and discuss their options with them and problem-solve ways to get fee together.

Medical Trends and Services
- Program Development: Encourage, establish, and work to implement new and existing models of care
- Promoting teamwork with providers and employees that encourage and exemplify client-centered care

Medical Supplies Ordering
- Responsible for inventory and ordering of all medications and medical supplies necessary to run the medical office.
- Researching Vendors to ensure we are getting the best prices possible.
- Communicating with Finance Coordinator regularly regarding inventory and Ordering Budget to ensure that spending is in line with the set budget

Maintaining of Lab reports and Lab Log
- Ensure that all ordered lab tests are documented appropriately
- Obtain and File lab reports in the client's chart and bring to the attention of the ordering provider in a timely manner
- Follow up with practitioner or client as needed
- Discuss lab quality assurance issues with staff as needed

Training Coordinator
- Consult with pertinent staff to know what trainings need to occur
- Orientation of new staff to the organization.
- Work with Executive Director to ensure all necessary paperwork for new employees is in compliance with state regulations and office policies
- Help organize and maintain Personnel Files/training schedules
- On-going training support to staff
- Address training weaknesses/areas needing improvement
- Do 3 month Evaluations for all new hires
- Oversee Rapid HIV Testing Program

Medical Hiring Coordinator
- Keeping track of hiring needs by communicating with pertinent staff
- Advertising for Positions as needed
- Weed/Cull through Applicants with Hiring Committee
- Initial Phone/email contact with promising candidates to find closest CFHC matches
- Arranging Interviewing schedule
- Interviewing of candidates
- Part of group that decides who should be hired
- Reference checks of applicants

Outreach and Education
- Sexual Education presentations to community youth and to school educators
- Health Fair presenter at local community colleges
- Developing health education materials for website

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO_ TANF
Budget Period:	January 1, 2022-June 30, 2022

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
	Current Individual In	Budged	Hours per	Budget	Budget	All	
Position Title	Position	Period	Week	Period	Period	Sources	Site
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$ 40.00	2	832	3,328	4,160	
Total Admin Salaries				832	3,328	4,160	
Direct Service Salaries							
Health Care Worker	Cassandra O'Keefe	19.00	4	1,976	1,976	3,952	
Outreach Coordinator	New Hire	20.00	40	20,800	20,800	41,600	
Total Direct Salaries				22,776	22,776	45,552	
Total Salaries by Program				$ 23,608	$ 26,104	$ 49,712	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO
Budget Period:	January 1, 2022-June 30, 2022

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
Position Title	Current Individual in Position	Budged Period	Hours per Week	Budget Period	Budget Period	All Sources	Site
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$ 40.00	2	1,248	2,912	4,160	
Total Admin Salaries				1,248	2,912	4,160	
Direct Service Salaries							
APRN-Nurse Practioner	Alexandra Ricclo	$ 64.00	32	14,750	91,746	106,496	
RN	Lauren Rouse	25.00	40	11,600	40,400	52,000	
Lab Manager	Sarah Anderson	24.00	40	10,976	38,944	49,920	
Medical Services Coordinator	Lisa Hall	26.50	40	12,536	42,584	55,120	
Health Care Worker	Cassandra O'Keefe	19.00	36	7,670	27,898	35,568	
Health Care Worker	Cecile O'Keefe	25.00	40	11,600	40,400	52,000	
Health Care Worker	Taylor Koch	19.00	40	7,856	31,664	39,520	
Health Care Worker	Cindy Owen	26.00	24	6,734	25,714	32,448	
Total Direct Salaries				83,723	339,349	423,072	
Total Salaries by Program				$ 84,971	$ 342,261	$ 427,232	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO
Budget Period:	July 1, 2022 - June 30, 2023

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
	Current Individual in	Budged	Hours per	Budget	Budget	All	
Position Title	Position	Period	Week	Period	Period	Sources	Site
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$ 40.00	2	2,496	1,664	4,160	
Total Admin Salaries				2,496	1,664	4,160	
Direct Service Salaries							
APRN-Nurse Practioner	Alexandra Riccio	$ 64.00	32	23,898	82,598	106,496	
RN	Lauren Rouse	25.00	40	11,200	40,800	52,000	
Lab Manager	Sarah Anderson	24.00	40	10,584	39,336	49,920	
Medical Services Coordinator	Lisa Hall	26.50	40	13,072	42,048	55,120	
Health Care Worker	Cassandra O'Keefe	19.00	36	6,341	29,227	35,568	
Health Care Worker	Cecile O'Keefe	25.00	40	9,200	42,800	52,000	
Health Care Worker	Cindy Owen	26.00	24	4,469	27,979	32,448	
Health Care Worker	Taylor Koch	19.00	40	3,712	35,808	39,520	
Total Direct Salaries				82,475	340,597	423,072	
Total Salaries by Program				$ 84,971	$ 342,261	$ 427,232	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO_TANF
Budget Period:	July 1, 2022 - June 30, 2023

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
	Current Individual in	Budged	Hours per	Budget	Budget	All	
Position Title	Position	Period	Week	Period	Period	Sources	Site*
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$ 40.00	2	832	3,328	4,160	
Total Admin Salaries				832	3,328	4,160	
Direct Service Salaries							
Health Care Worker	Cassandra O'Keefe	$ 19.00	4	3,952	1,976	3,952	
Outreach Coordinator	New Hire	20.00	40	41,600	20,800	41,600	
Total Direct Salaries				45,552	22,776	68,328	
Total Salaries by Program				$ 46,384	$ 26,104	$ 72,488	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO
Budget Period:	July 1, 2023 - December 31, 2023

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
	Current Individual in	Budged	Hours per	Budget	Budget	All	
Position Title	Position	Period	Week	Period	Period	Sources	Site
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$ 40.00	2	1,248	2,912	4,160	
Total Admin Salaries				1,248	2,912	4,160	
Direct Service Salaries							
APRN-Nurse Practioner	Alexandra Riccio	$ 64.00	32	11,949	94,547	106,496	
RN	Lauren Rouse	25.00	40	4,402	47,598	52,000	
Lab Manager	Sarah Anderson	24.00	40	4,976	44,944	49,920	
Medical Services Coordinator	Lisa Hall	26.50	40	5,536	49,584	55,120	
Health Care Worker	Cassandra O'Keefe	19.00	36	2,670	32,898	35,568	
Health Care Worker	Cecile O'Keefe	25.00	40	3,600	48,400	52,000	
Health Care Worker	Cindy Owen	26.00	24	2,734	29,714	32,448	
Health Care Worker	Taylor Koch	19.00	40	3,856	35,664	39,520	
Total Direct Salaries				39,724	383,348	423,072	
Total Salaries by Program				$ 40,972	$ 386,260	$ 427,232	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

Proposal Agency Name:	NH Woman's Health Service d/b/a Equality Health Center
Program:	RFP-2022-DPHS-07-REPRO_TANF
Budget Period:	July 1, 2023 - December 31, 2023

A	B	C	D	E	F		
				Proj. Amnt	Proj. Amnt		
		Projected		Funded	From		
		Hrly Rate		by this	Other		
		as of 1st		Conctract	Sources	Total	
		Day of		for	for	Salaries	
	Current Individual in	Budged	Hours per	Budget	Budget	All	
Position Title	Position	Period	Week	Period	Period	Sources	Site
Example:							
Program Coordinator	Sandra Smith	$ 21.00	40	$ 43,680	$ 43,680		
Administrative Salaries							
Executive Director	Dalia Vidunas	$40.00	2	832	3,328	4,160	
Total Admin Salaries				832	3,328	4,160	
Direct Service Salaries							
Health Care Worker	Cassandra O'Keefe	$ 19.00	4	1,976	1,976	3,952	
Outreach Coordinator	New Hire	20.00	40	20,800	20,800	41,600	
Total Direct Salaries				22,776	22,776	45,552	
Total Salaries by Program				$ 23,608	$ 26,104	$ 49,712	

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Ave Greenland, NH, 03840	
1.5 Contractor Phone Number (603) 436-7588	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 $336,934
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: 621BABC98A7747D... Date: 12/3/2021		1.12 Name and Title of Contractor Signatory Sandi Denoncour Executive Director	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 848EB38E59BD4C8... Date: 12/3/2021		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: DocuSigned by: J. Christopher Marshall 05BD456E80D4403... On: 12/6/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS

Date 12/3/2021

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.

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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

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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.

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Date 12/3/2021

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

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.

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 247 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.

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

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 Contactor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

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/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).

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

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;

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:

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.

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.

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."

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,

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. 49% 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. 51% 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 Exhibit C-1 - Family Planning Funds Budget through Exhibit C-6, TANF 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.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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 if **any** of the following conditions exist:

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.

Exhibit C-1 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services

Project Title

Budget Period: January 1, 2022 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 205,520.00	$ 18,716.00	$ 224,236.00	$ 141,467.00	$ 18,716.00	$ 160,183.00	$ 64,053.00	$ -	$ 64,053.00
2. Employee Benefits	$ 9,082.00	$ -	$ 9,082.00	$ 6,553.00	$ -	$ 6,553.00	$ 2,529.00	$ -	$ 2,529.00
3. Consultants	$ 1,750.00	$ -	$ 1,750.00	$ 59.00	$ -	$ 59.00	$ 1,691.00	$ -	$ 1,691.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,020.00	$ -	$ 1,020.00	$ 20.00	$ -	$ 20.00	$ 1,000.00	$ -	$ 1,000.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000.00	$ -	$ 2,000.00	$ 500.00	$ -	$ 500.00	$ 1,500.00	$ -	$ 1,500.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Lab	$ 3,000.00	$ -	$ 3,000.00	$ 500.00	$ -	$ 500.00	$ 2,500.00	$ -	$ 2,500.00
Pharmacy	$ 10,000.00	$ -	$ 10,000.00	$ 2,000.00	$ -	$ 2,000.00	$ 8,000.00	$ -	$ 8,000.00
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,022.00	$ -	$ 2,022.00	$ 1,011.00	$ -	$ 1,011.00	$ 1,011.00	$ -	$ 1,011.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,500.00	$ -	$ 2,500.00	$ 500.00	$ -	$ 500.00	$ 2,000.00	$ -	$ 2,000.00
12. Subcontracts/Agreements	$ 12,500.00	$ -	$ 12,500.00	$ -	$ -	$ -	$ 12,500.00	$ -	$ 12,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New England Call Center - after hours answering to on call provider as needed	$ 1,535.00	$ -	$ 1,535.00	$ 750.00	$ -	$ 750.00	$ 785.00	$ -	$ 785.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 251,429.00	$ 18,716.00	$ 270,145.00	$ 153,360.00	$ 18,716.00	$ 172,076.00	$ 98,069.00	$ -	$ 98,069.00

Indirect As A Percent of Direct: 7.4%

Contractor Initials: CSD

Date: 12/1/2021

Exhibit C-2 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services

Budget Period: July 01, 2022 - June 30, 2023

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 354,602.00	$ 32,340.00	$ 386,942.00	$ 256,533.00	$ 32,340.00	$ 288,873.00	$ 98,069.00	$ -	$ 98,069.00
2. Employee Benefits		$ -	$ -		$ -	$ -	-	$ -	$ -
3. Consultants		$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment		$ -	$ -		$ -	$ -		$ -	$ -
Rental		$ -	$ -		$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation		$ -	$ -		$ -	$ -		$ -	$ -
5. Supplies:		$ -	$ -		$ -	$ -		$ -	$ -
Educational		$ -	$ -		$ -	$ -		$ -	$ -
Lab		$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -		$ -	$ -		$ -	$ -
Medical		$ -	$ -		$ -	$ -		$ -	$ -
Office		$ -	$ -		$ -	$ -		$ -	$ -
6. Travel		$ -	$ -		$ -	$ -		$ -	$ -
7. Occupancy		$ -	$ -		$ -	$ -		$ -	$ -
8. Current Expenses		$ -	$ -		$ -	$ -		$ -	$ -
Telephone		$ -	$ -		$ -	$ -		$ -	$ -
Postage		$ -	$ -		$ -	$ -		$ -	$ -
Subscriptions		$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal		$ -	$ -		$ -	$ -		$ -	$ -
Insurance		$ -	$ -		$ -	$ -		$ -	$ -
Board Expenses		$ -	$ -		$ -	$ -		$ -	$ -
9. Software		$ -	$ -		$ -	$ -		$ -	$ -
10. Marketing/Communications		$ -	$ -		$ -	$ -		$ -	$ -
11. Staff Education and Training		$ -	$ -		$ -	$ -		$ -	$ -
12. Subcontracts/Agreements		$ -	$ -		$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -		$ -	$ -		$ -	$ -
		$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,602.00	$ 32,340.00	$ 386,942.00	$ 256,533.00	$ 32,340.00	$ 288,873.00	$ 98,069.00	$ -	$ 98,069.00

Indirect As A Percent of Direct 9.1%

Contractor Initials SD SD

Date 11.24 2021 12/1/2021

Exhibit C-3 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services
(Project Title)

Budget Period: July 01, 2023-December 31, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 177,301.00	$ 16,170.00	$ 193,471.00	$ 128,267.00	$ 16,170.00	$ 144,437.00	$ 49,034.00	$ -	$ 49,034.00
2. Employee Benefits		$ -	$ -		$ -	$ -		$ -	$ -
3. Consultants		$ -	$ -		$ -	$ -		$ -	$ -
4. Equipment		$ -	$ -		$ -	$ -		$ -	$ -
Rental		$ -	$ -		$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -		$ -	$ -		$ -	$ -
Purchase/Depreciation		$ -	$ -		$ -	$ -		$ -	$ -
5. Supplies:		$ -	$ -		$ -	$ -		$ -	$ -
Educational		$ -	$ -		$ -	$ -		$ -	$ -
Lab		$ -	$ -		$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -		$ -	$ -		$ -	$ -
Medical		$ -	$ -		$ -	$ -		$ -	$ -
Office		$ -	$ -		$ -	$ -		$ -	$ -
6. Travel		$ -	$ -		$ -	$ -		$ -	$ -
7. Occupancy		$ -	$ -		$ -	$ -		$ -	$ -
8. Current Expenses		$ -	$ -		$ -	$ -		$ -	$ -
Telephone		$ -	$ -		$ -	$ -		$ -	$ -
Postage		$ -	$ -		$ -	$ -		$ -	$ -
Subscriptions		$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal		$ -	$ -		$ -	$ -		$ -	$ -
Insurance		$ -	$ -		$ -	$ -		$ -	$ -
Board Expenses		$ -	$ -		$ -	$ -		$ -	$ -
9. Software		$ -	$ -		$ -	$ -		$ -	$ -
10. Marketing/Communications		$ -	$ -		$ -	$ -		$ -	$ -
11. Staff Education and Training		$ -	$ -		$ -	$ -		$ -	$ -
12. Subcontracts/Agreements		$ -	$ -		$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -		$ -	$ -		$ -	$ -
		$ -	$ -		$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 177,301.00	$ 16,170.00	$ 193,471.00	$ 128,267.00	$ 16,170.00	$ 144,437.00	$ 49,034.00	$ -	$ 49,034.00
Indirect As A Percent of Direct		9.1%							

Contractor Initials __SD__

Date __11.24.2021__ 12/1/2021

Exhibit C-4 -TANF Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services
(Program Title)

Budget Period: January 1, 2022 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 100,501.00	$ 9,166.00	$ 109,667.00	$ 68,998.00	$ 9,166.00	$ 77,764.00	$ 31,903.00	$ -	$ 31,903.00
2. Employee Benefits	$ 5,842.00	$ -	$ 5,842.00	$ 4,745.00	$ -	$ 4,745.00	$ 1,097.00	$ -	$ 1,097.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,705.00	$ -	$ 1,705.00	$ -	$ -	$ -	$ 1,705.00	$ -	$ 1,705.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
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	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 110,048.00	$ 9,166.00	$ 119,214.00	$ 73,343.00	$ 9,166.00	$ 82,509.00	$ 36,705.00	$ -	$ 36,705.00
Indirect As A Percent of Direct		8.3%							

Contractor Initials SD

Date 11.24.2021 11/24/2021

Exhibit C-6 -TANF Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services
(Project Title)

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 157,377.00	$ 14,352.00	$ 171,729.00	$ 120,672.00	$ 14,352.00	$ 135,024.00	$ 36,705.00	$ -	$ 36,705.00
2. Employee Benefits		$ -	$ -		$ -	$ -		$ -	$ -
3. Consultants		$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -		$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -		$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training		$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 157,377.00	$ 14,352.00	$ 171,729.00	$ 120,672.00	$ 14,352.00	$ 135,024.00	$ 36,705.00	$ -	$ 36,705.00

Indirect As A Percent of Direct 9.1%

Contractor Initials __SD____

Date_ 11.24 2021__ 12/1/2021

Exhibit C-4 -TANF Budget

New Hampshire Department of Health and Human Services

Contractor Name: Joan G. Lovering Health Center

Budget Request for: Reproductive and Sexual Health Services

Project Title

Budget Period: July 1, 2023 - December 31, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 78,689.00	$ 7,176.00	$ 85,865.00	$ 60,337.00	$ 7,176.00	$ 67,513.00	$ 18,352.00	$ -	$ 18,352.00
2. Employee Benefits		$ -	$ -		$ -	$ -		$ -	$ -
3. Consultants		$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation		$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office		$ -	$ -	$ -	$ -	$ -		$ -	$ -
6. Travel		$ -	$ -	$ -	$ -	$ -		$ -	$ -
7. Occupancy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Postage		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software		$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training		$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 78,689.00	$ 7,176.00	$ 85,865.00	$ 60,337.00	$ 7,176.00	$ 67,513.00	$ 18,352.00	$ -	$ 18,352.00
Indirect As A Percent of Direct		9.1%							

Contractor Initials: [initials]

Date: 12/3/2021

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

Vendor Initials DS

Date 12/3/2021

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:

DocuSigned by:

12/3/2021

Date

Name: Sandi Denoncour

Title: Executive Director

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:

12/3/2021
Date

DocuSigned by:
Name: Sandi Denoncour
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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Contractor Initials _____

Date 12/3/2021

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:

12/3/2021
Date

DocuSigned by:
Name: Sandi Denoncour
Title: Executive Director

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

DocuSigned by:

12/3/2021

Date

Name: Sandi Denoncour
Title: Executive Director

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:

DocuSigned by:

12/3/2021
Date

Name: Sandi Denoncour
Title: Executive Director

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Joan G. Lovering Health Center
The State	Name of the Contractor
Patricia M. Tilley	
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Sandi Denoncour
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
12/3/2021	12/3/2021
Date	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:

DocuSigned by:

12/3/2021

Date

Name: Sandi Denoncour

Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 859469082

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

Contractor Initials DS

Date 12/3/2021

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: 01/28/21 Next Review Date: 01/01/2022

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

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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.*

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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

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.

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

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.

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 clients'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.

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- 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 ≤ 100% of the FPL, and a discount schedule for clients with

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family incomes >101% and ≤ 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

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.

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.

Annual Income:	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**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
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						

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12/3/2021

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

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12/3/2021

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:

_____

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

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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

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

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

B. Delegate Requirements

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

   The standard package of services includes·

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

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

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

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

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

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

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

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the 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

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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)

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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

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presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

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

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

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

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

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

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

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

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

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and 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

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a) Counsel on the need to take a daily supplement containing folic acid
b) Discussion of reproductive life plan.
c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
d) Other screening services that include
   - Obtain medical history
     - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
     - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
   - Screen for intimate partner violence
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff are in place to ensure an accurate diagnosis At a minimum, provide referral to behavioral health services for those who have a positive screen
   - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
   - Screen for hypertension by obtaining Blood Pressure (BP).
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
   - Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
   - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.
   a) Discussion of reproductive life plan
   b) Sexual health assessment screening
   c) Other screening services that include.
      - Obtain medical history
      - Screen for tobacco, alcohol, and substance use
      - Screen for immunization status
      - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
      - Screen for obesity by obtaining height, weight, & BMI
      - Screen for hypertension by obtaining BP
      - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

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- 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
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

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

5 Provide STD/HIV risk reduction counseling.

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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

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
  - **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

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- "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 21st 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

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

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures aap org/Bright%20Futures%20Documents/BF4_Introduction pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http //www naspag org/
- American Academy of Pediatrics (AAP), Policy Statement· "Contraception for Adolescents", September, 2014 http //pediatrics aappublications.org/content/early/2014/09/24/peds 2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- 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

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- 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

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- 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/
- 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

Title X Community Participation, Education and Project Promotion

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) ecfr.gov

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.

- 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.

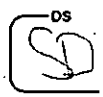
Responsibility for Review and Approval

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 it's 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.

<u>The following language may be used for the purpose of member recruitment or orientation</u>:

- 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.



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.

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- 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:

- 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.

- 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

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NH Family Planning Program (NH FPP) Priorities:

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

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

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

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

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

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

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.

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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)

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.

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Sample Work Plan

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

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

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

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

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

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Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

Narrative for Not Meeting Target: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

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

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

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Program Goal: ***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***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* **Revised Work Plan Attached** (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.*	

NH Family Planning Reporting Calendar SFY 22-24

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

- SFY 2021 Clinical Guidelines signatures
- FP Work Plan

SFY 22 (January 1, 2022 – December 31, 2023)	
Due Date:	**Reporting Requirement:**
January 14, 2022 ***ONLY FOR THOSE WHO WERE A TITLE X SUB-RECIPIENT FROM JANUARY 1, 2021-JUNE 30, 2021**	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
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 (http://ow.ly/NBJG30dmcF7)
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	**Reporting Requirement:**
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: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2023	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
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 (http://ow.ly/NBJG30dmcF7)
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
SFY 24 (July 1, 2023 – June 30, 2024) ***contract ends on December 31, 2023***	
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)

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January 12, 2024	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2024	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)

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

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New Hampshire Planning Program	
Family Planning Annual Report (FPAR) Existing Data Elements	**Proposed FPAR 2.0 Additional Data Elements**
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

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Family Planning (FP) Performance Indicator #1

Indicators:

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

SFY 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

DS

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.

DS

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.

DS

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.**

DS

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

12/3/2021

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)

DS

- 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

DS

12/3/2021

State of New Hampshire

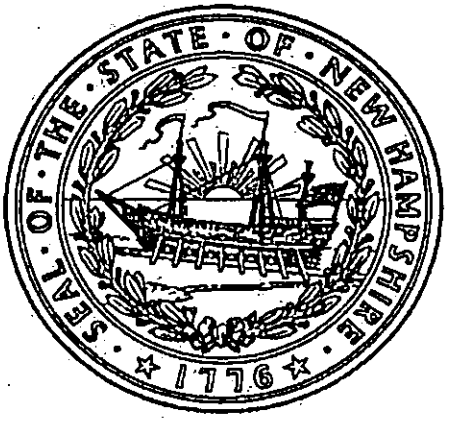
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEMINIST HEALTH CENTER OF PORTSMOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **72887**

Certificate Number: **0005425201**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of August A.D. 2021.

William M. Gardner
Secretary of State

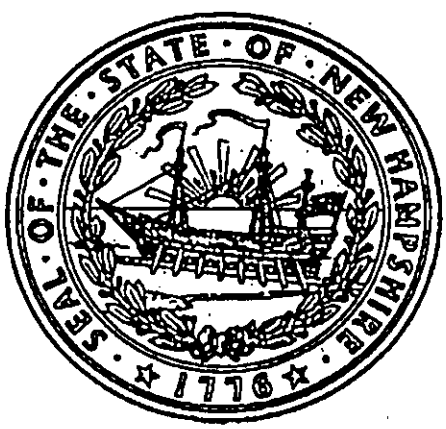
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 641092

Certificate Number: 0004526669



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of June A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Joan G Lovering 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 August 26, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sandra Denoncour (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Joan G Lovering Health Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 12/3/2021

Cynthia M. Bear
Signature of Elected Officer
Name:
Title:

DocuSign Envelope ID: F48606EF-BC37-4596-997D-C4942A410C7C

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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

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

PRODUCER	CONTACT NAME: Amanda Harding	
Cross Insurance-Wakefield 401 Edgewater Place Suite 220 Wakefield MA 01880	PHONE (A/C, No, Ext): (781) 914-1000 FAX (A/C, No): (781) 224-5777 E-MAIL ADDRESS: amanda.harding@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Feminist Health Ctr of Portsmouth DBA Joan G Lovering Health Ctr PO BOX 456 Greenland NH 03840-0456	INSURER A : Union Mutual Fire Ins Co	25860
	INSURER B : Selective Insurance Co. of America	12572
	INSURER C : Admiral Insurance Company	24856
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOP0167291	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Data Compromise	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						~~COMBINED SINGLE LIMIT~~ (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP0186609	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7929137	11/01/2021	11/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liability			EO000041966	11/01/2021	11/01/2022	Each Claim	1,000,000
							Aggregate	3,000,000

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

CERTIFICATE HOLDER

State of NH, Department
of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

LOVERING
HEALTH CENTER
Sexual Health, Choice & You

Mission

The Joan G Lovering Health Center is a reproductive and sexual health center. Lovering Health Center's mission is to provide confidential, comprehensive and accurate sexual and reproductive health information and services to all in a supportive environment. It is our passion to honor, respect, and advocate for the right of everyone to maintain freedom and choices regarding their own sexual and reproductive health.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

Financial Statements

For the Year Ended December 31, 2019

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

TABLE OF CONTENTS

Murphy, Powers & Wilson
Certified Public Accountants, P.C.

Michael J. Murphy, CPA
Daniel E. Wilson, CPA
William R. Powers, CPA (Retired)

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

Management is responsible for the accompanying financial statements of Feminist Health Center of Portsmouth, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2019, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

Murphy, Powers & Wilson
Certified Public Accountants, P.C.

Hampton, New Hampshire
November 13, 2020

Murphy, Powers & Wilson CPAs, P.C.
One Merrill Industrial Drive • Unit #1
Hampton, NH 03842-1942

MEMBER
American Institute of CPAs
New Hampshire Society of CPAs

Phone: (603) 926-8063
Fax: (603) 926-0715
Website: www.mpandwcpa.com

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2019

ASSETS

CURRENT ASSETS	
Cash	$119,183
Accounts receivable	6,091
Prepaid expenses	860
Total current assets	126,134
PROPERTY AND EQUIPMENT, NET	382,179
TOTAL ASSETS	$508,313

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 9,601
Mortgage's payable	7,899
Total current liabilities	17,500
LONG-TERM LIABILITIES	
Mortgage's payable, less current portion	117,544
Debt issuance costs	-1,991
Total liabilities	133,053
NET ASSETS	
Without donor restrictions	375,260
With donor restrictions	0
Total net assets	375,260
TOTAL LIABILITIES AND NET ASSETS	$508,313

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Activities
As at December 31, 2019

SUPPORT AND REVENUE	
Services provided	$219,443
Medical supplies	60,148
Grants	208,030
Donations	49,418
Fundraising	54,431
Interest income	98
Total support and revenue	591,568
EXPENSES	
Program expenses	
Salaries and wages	323,133
Physician fees	25,641
Clinical services	3,000
Payroll taxes	24,841
Depreciation and amortization	28,212
Utilities	8,165
Repairs and maintenance	20,397
Telephone	4,402
Office supplies and postage	4,982
Medical supplies	19,805
Contraceptive supplies	28,893
Insurance	22,585
Printing	1,605
Bookkeeping fees	2,714
Payroll processing fees	3,605
Consulting fees	3,000
Employee benefits	33,721
Marketing	1,824
Auxiliary services	13,636
Staff development	3,986
Credit card fees	5,393
Memberships/subscriptions	2,155
Interest expense	6,811
Lab expense	6,413
Equipment rental	809
Equipment expense and repair	8,052
Fundraising	6,469
Grant expense	1,200
Regulatory fees	2,312
Bank charges	1,938
Travel	117
Total expenses	619,816
Change in net assets	-28,248
NET ASSETS, BEGINNING OF YEAR	367,289
NET ASSETS, END OF YEAR	$339,041

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Cash Flows
For the Year Ended December 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$-39,319
Adjustments to reconcile change in net assets to net cash used by operating activities	
Depreciation	22,920
Amortization of debt issuance costs	158
Accounts receivable	2,994
Accounts payable	6,028
NET CASH USED BY OPERATING ACTIVITIES	-7,219
CASH FLOWS FROM FINANCING ACTIVITIES	
Mortgage's payable, net	-4,900
Payments on line of credit, net	-9,515
NET CASH USED BY FINANCING ACTIVITIES	-14,415
NET DECREASE IN CASH	-21,634
CASH AT BEGINNING OF YEAR	140,817
CASH AT END OF YEAR	$119,183

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

Feminist Health Center of Portsmouth, Inc. provides services to women and men of all ages at their facility in Greenland, New Hampshire. The Organization offers a safe, supportive and nonjudgmental environment with access to pregnancy counseling and testing, contraception and abortion services, STD counseling and testing, as well as annual checkups, menopause care, outreach clinics and health education. Their holistic philosophy is grounded in respect, compassion and commitment to medical excellence and choice. Founded in 1908 as "The Feminist Health Center of Portsmouth", we changed our name in 2011 to the "Joan G. Lovering Health Center" in honor of Joan G. Lovering, a New Hampshire pioneer for reproductive rights, and one of our founders. During 2013 the Health Center launched a capital campaign to raise funds for a facility addition and updating and new equipment.

Income Taxes

The Organization is a New Hampshire nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes, and as such, no tax provisions have been made in the accompanying financial statements.

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2019, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2017, 2018 and 2019 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned.

Contributed Services

During the year ended December 31, 2019, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Use Estimates and Assumptions

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

Property and Equipment

Property and equipment are recorded at cost or, if donated, at fair market value at date of donation. Depreciation is computed on the estimated useful lives of the assets using the straight-line method as follows:

Building	31 years
Building improvements	10-31 years
Equipment	5-7 years
Furniture and fixtures	7 years

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was $22,920.

NOTE 1 continued

Deferred Fees and Amortization

Financing costs are amortized over the term of the mortgage loan using the straight-line method. Accounting principles generally accepted in the United States of America require that the effective yield method be used to amortize financing costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective yield method.

Recent Accounting Standard Adopted

In August 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-14, Not-for-Profit Entities (Topic 958) Presentation of Financial Statements of Not-for Profit Entities. ASU 2016-14 requires not-for-profits to present on the face of the statement of financial position amounts for two classes of net assets at the end of the period. In April 2015, the Financial Accounting Standards Board ("FASB") issued ASU No. 2015-03, Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs. ASU 2015-03 requires nonprofits to present debt issuance costs as a direct deduction from the carrying value of the related debt liability and amortization is required to be included with interest expense in the statements of functional expenses. ASU 2015-03 is effective for the fiscal years beginning after December 15, 2015 and interim periods within fiscal years, beginning after December 15, 2015.

ASU 2016-014 is effective for the fiscal years beginning after December 15, 2017, and interim periods within fiscal years, beginning after December 15, 2018.

Financial Statement Presentation

Feminist Health Center of Portsmouth, Inc. presents its financial statements in accordance with the Financial Accounting Standards Board (FASB) in its Statement of Financial Accounting Standards, *Financial Statements of Not-for-Profit Organizations*. Accordingly, the Organization reports information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

- Without donor restricted net assets represent net assets that are not subject to donor-imposed stipulations.
- With donor restricted net assets represent contributions and grants for which donor/grantor-imposed restrictions have not been met and for which the ultimate purpose of the proceeds is not permanently restricted or represent contributions and grants for which donor/grantor restrictions require that the corpus be invested in perpetuity and only the income be made available for program operations, in accordance with donor restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 **PROPERTY AND EQUIPMENT**

Property and equipment schedule is as follows:

Land and improvements	$ 45,480
Building	161,422
Building improvements	215,460
Medical equipment	101,437
Office equipment	44,813
Furniture and fixtures	24,172
New building addition	356,301
	949,085
Less Accumulated depreciation	566,906
	$382,179

NOTE 3 MORTGAGE PAYABLE

a) Mortgage payable, $85,926, ($3,899 due within one year) represents a mortgage due Cambridge Trust Company with a rate of 4.99%. The mortgage is secured by property. As of December 31, 2019, the outstanding principal balance of the mortgage payable less unamortized deferred financing costs was $83,935. As of December 31, 2019, unamortized deferred financing costs of $1,991, consist of financing costs of $3,161 less accumulated amortization of $1,170. The effected interest rate if approximately 4.99% over the life of the loan. During the year ended December 31, 2019, amortization expense incurred was $158, and was included in interest on mortgage payable in the statements of functional expenses.

b) Mortgage payable, $39,517, ($4,000 due within one year) represents a mortgage due Cambridge Trust Company with a rate of 4.50%.

The fair value of the mortgage notes payable are estimated based on the current rates offered to the Organization for debt of the same remaining maturities. At December 31, 2019, the fair value of the mortgages approximates the amounts recorded in the financial statements.

NOTE 4 INTEREST EXPENSE

The Organization paid $10,678 in interest expense during the year ended December 31, 2019. No interest was capitalized during the year.

NOTE 5 COMPENSATED ABSENCES

Compensated absences amount cannot be reasonably estimated as of December 31, 2019.

NOTE 6 NET ASSETS RELEASED FROM RESTRICTION

Net assets are released from program restrictions by incurring expenses or satisfying the restricted purpose satisfied.

NOTE 7 LIQUIDITY

The following reflects the Organization's financial assets as of December 31, 2019, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date.

Financial assets	$119,183
Less those unavailable for general expenditures within one year, due to:	
Contractual or Donor imposed restrictions	
Restricted by Donor with purpose or donor restrictions	0
Financial assets available to meet cash needs for general Expenditures within one year	$119,183

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events and transactions through November 13, 2020, the date which the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting Feminist Health Center of Portsmouth, Inc. The significance of the impact of these disruptions, including the extent of their adverse impact on Feminist Health Center of Portsmouth, Inc. financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on Feminist Health Center of Portsmouth, Inc. in general is uncertain at this time. COVID-19 also makes it more challenging for management to estimate future performance of Feminist Health Center of Portsmouth, Inc., particularly over the near to medium term.

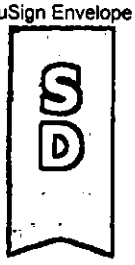
In 2020 the Organization received Paycheck Protection Program funds in the amount of $51,620 and Economic Injury Disaster loan funds in the amount of $10,000.

LOVERING HEALTH CENTER
Sexual Health, Choice & You

Name	Officer	Email	Pref. Phone #	Home Address	Start Date	Renewal Date
Cyndi Bear	Chair	[redacted]	[redacted]	[redacted]	June 2016	May 2022
Christie Davis	Vice Chair	[redacted]	[redacted]	[redacted]	April 2019	May 2022
Michael Murphy	Emeritas Treasurer	[redacted]	[redacted]	[redacted]	Feb 2011 May 2014 May 2017	May 2020
Katherine Robart Bal	Treasurer	[redacted]	[redacted]	[redacted]	Jan 2019	May 2022
Mary Toumpas	Former Chair	[redacted]	[redacted]	[redacted]	May 2016 May 2019	May 2022
Peggy Lamb	Fundraising Chair	[redacted]	[redacted]	[redacted]	April 2019	May 2022
Adriane Apicelli		[redacted]	[redacted]	[redacted]	November 2020	May 2023
Mary Boisse					April 2021	April 2024
Alex Myers	Secretary				March 2021	March 2024

Board of Directors: Minimum = 5 Maximum = 15

Members shall be elected at the annual meeting (February) for a term of 3 years. Members may serve for 2 consecutive terms. After 2 consecutive terms, member may be eligible to return to the board after a one-year hiatus. Officers will hold office for one year until their successors are elected and qualified.



SANDRA DENONCOUR

CONTACT

[redacted]
[redacted]
[redacted]

PROFESSIONAL SUMMARY

- Proven leader in integrated health care and interdisciplinary community-based collaboration.
- Caring and knowledgeable professional with 20+ years experience in nonprofit settings.
- Committed to health care equity and access for vulnerable populations.

EDUCATION

BACHELOR OF ARTS - COMMUNICATION
University of New Hampshire, Durham, NH

ASSOCIATE OF SCIENCE - NURSING
Great Bay Community College, Newington, NH
- *Phi Beta Kappa Honor Society*

DIRECTOR OF CARE COORDINATION *Nov 2018 - Current*
Integrated Delivery Network Region 6 (DSRIP), Dover, NH

Medicaid waiver demonstration project funded by CMS with the objective to strengthen clinical and non-clinical patient care coordination and practice integration for better health outcomes.

- Strategically operationalize $18M budget as member of Operations Team.
- Liaison to Executive Committee for Care Coordination budget and strategy updates.
- Hire and coach Care Coordination team.
- Develop and facilitate Primary Care and Behavioral Health service integration demonstration projects with partners in FQHC, CMHC, hospital-based practice, and SUD service provider settings.
- Facilitate regional Community Care Team meetings with multi-disciplinary representation from physical and behavioral health care, social services, payers, and community advocates to develop shared care plans.
- Successfully produce and deliver timely reporting to NH DHHS.

PRACTICE MANAGER II *May 2015 - Nov 2018*
Lamprey Health Care, Inc, Newmarket, NH

Supervised clinical operations for two primary care practices with integrated behavioral health, OB/GYN, and Title X services.

- Strategically managed $4-$5M site budget preparation and adherence in collaboration with CFO.
- Effectively managed hiring, training, payroll, and performance evaluation in collaboration with Human Resources.
- Implemented and facilitated site management team meetings with Medical Directors, Patient Service Managers, Clinical Team Leads, and Care Coordinators.
- Designed clinical professional development strategies with positive impact on retention.
- Drove continuous quality improvement for patient access, services, and practice workflow.
- Established and implemented short and long-term organizational goals, policies, and operating procedures.
- Consistently achieved meaningful use quality measures and maintained NCQA Level 3 Medical Home practice status.

CLINICAL NURSE TEAM LEAD *May 2012 - May 2015*
Lamprey Health Care, Inc., Newmarket, NH

- On-site clinical management in the absence of the Practice Manager.

LICENSE / CERTIFICATIONS

Registered Nurse
NH Board of Nursing
expires July 2023

Health Care Provider (BLS)
Adult, Child, and Infant CPR / AED
expires March 2023

- Direct supervision of Medical Assistants to support nine primary care and OB/GYN providers.
- Collaborative planning and implementation of the Medical Home model to ensure quality care and progress toward patient goals.
- Implementation of the Meaningful Use guidelines to support efficient and productive use of the Electronic Medical Record and Patient Portal.
- Performed daily on-site clinical duties.
- Management of Anticoagulation patient panel including report generation, outreach, and care management.
- Educated patients, family members, and caregivers on conditions and treatment protocols to aid in compliance and improve outcomes.

REGISTERED NURSE, PRIMARY CARE *May 2008 - May 2012*
Greater Seacoast Community Health, Somersworth, NH

Extensive responsibility for triage of pediatric, adult, and geriatric patients in an integrated primary care setting.

- Provided in-office assessment, patient education, procedures, medication administration, and point of care testing.
- Ensured quality care management and progress toward patient goals through education, advocacy, and direct care.
- Vaccine Management for all pediatric and adult vaccine programs including staff continuing education, management of vaccine supply, auditing of patient charts for compliance with current recommendations.

FAMILY CASE MANAGER *Jan 2002 - Apr 2004*
Cross Roads House, Inc, Portsmouth, NH

- Counseled and advocated for 10-15 homeless families living concurrently in emergency shelter.
- Promoted progress toward permanent housing for parents and children while addressing mental health, substance abuse, family/individual counseling, educational, and financial needs.

BIRTH AND POSTPARTUM DOULA *May 1998 - Sept 2000*
Cambridge Health Alliance, Cambridge, MA

- Provided culturally sensitive prenatal education, labor and postpartum support to women and families at Cambridge Hospital and Birth Center.
- Prioritized service to LGBTQ+ clients and families.
- Collaborated with CNM team to provide comprehensive care and resource referrals.

Brigit Ordway

[redacted]

HOME: [redacted]

WORK: (603) 436-7588

SUMMARY OF PROFESSIONAL QUALIFICATIONS:

- Champion Choice Award Recipient (2000) - National Abortion and Reproductive Rights Action League (NARAL)
- Circle of Honor Award Recipient (2000) - Berwick Academy
- Red Ribbon Award Recipient (1999) - Granite State AIDS Consortium
- Disease Intervention Specialist trained by Center for Disease Control (CDC)
- State of New Hampshire HIV/AIDS Counselor
- Member of the Feminist Health Center of Portsmouth Speakers Bureau
- CPR Certified

Feminist Health Center of Portsmouth, Inc., Greenland, NH 03840 (January 1995 - Present)

Director of STD/HIV and Outreach Services - (June 2000 - Present) - Promoted to position. Responsible for providing administrative and direct service supervision for all STD/HIV and client outreach care. Member of the management team in promoting education, outreach and excellent health care services. Program Coordinator for State of New Hampshire STD/HIV grant cycle. Alternate spokesperson for Center during Executive Director's absence. Member of the Clinical Quality Assurance Committee. Manage several key fundraising events for Center. Responsible for agency coalition building.

Development Outreach Coordinator - (January 1995-Present) - Responsible for all major fundraising events and direct solicitation. Managed all volunteers and community fund raising board. Core staff member with all direct services available at the Center. Public speaker on the following topics: STD/HIV, Feminism, Gynecological Care, Family Planning Options, Pregnancy Options Counseling, Legislative Process, Abortion Care Services, Pro-choice Platform, Contraception, Barrier Methods, and the History of the Feminist Health Center of Portsmouth.

Outreach Healthworker - (December 1986- July 1992)- Responsible for various aspects of the reproductive health clinic. Duties included: STD/HIV counseling, pregnancy options counseling; patient advocacy; receptionist duties; public relations and maintaining volunteer database. Key staff member in providing written and verbal testimony to legislation. Organized volunteers to assist with all bulk mailings.

Granite State Coalition, Concord, NH (April 1992-May 1994)

Executive Director - Directed an electoral coalition of twenty diverse organizations. Responsible for delegating to a thirty member board all functions related to fundraising events. Handle all human resource functions. Created an published a detailed report on Money in Politics in New Hampshire. Developed a detail campaign plan. Networked with legislators from both parties to write and pass legislative bills.

McEachern for Governor Campaign, Manchester, NH (August 1986 - November 1986)

Strafford County Field Coordinator - Responsible for training and organizing door-to-door field canvassers. Arranged volunteers for multiple phone banks and rallies.

League of Conservation Voters, Portsmouth, NH (December 1985 - March 1986)

Field Canvasser and New England Phone Bank Director - Responsible for all human resource functions related to hiring, training and directing field canvassers. Managed a six member staff to do fundraising and pubic education on environmental concerns.

Dudley Dudley for Congress Campaign, Manchester, NH (January 1984 - November 1984)

Field Coordinator - Organized all scheduling events for candidate appearance. Assisted in developing a campaign strategy. Member of a team of skilled fundraisers involved in securing funds for major election. Attended various events as a public speaker on behalf of the candidate.

EDUCATION: University of New Hampshire, Durham, New Hampshire
Berwick Academy

COMPUTER EXPERIENCE: Microsoft Office, Internet, MyMail List Software, WordPerfect, and State of New Hampshire Statistical software.

CIVIC INVOLVEMENT:

1999	*Board Member*, New Hampshire Fund for Choice
1998-1999	*Outreach Counselor*, AIDS Response Seacoast and Manchester Department of Health & Human Services
1995-pres	*Trauma Intervention Volunteer, Advisory Board Member* Joan Ellis Victims' Assistance Network (Victims', Inc.);
1998-pres	*President, Alumni Council Member (1995-Present)*; Berwick Academy
1988	*Board Chair*, National Abortion and Reproductive Rights Action League (NARAL) New Hampshire
1986-1992	*Member*, Board of Directors, NARAL
1987-1992	*Co-President*, Granite State Coalition
1986	Outstanding Young Women of America Recipient

RESUMES OF KEY PERSONNEL

Amaryllis Elaine Hager, MSN, CNM, WHNP-BC

[redacted]

Professional Summary: Passionate and experienced midwife committed to working with her patients to promote holistic wellness in their lives through the philosophy of shared and informed decision-making, reproductive justice and trauma informed care. I am recognized in our community for providing exceptional patient-centered and -empowered care through building trust and encouraging self-care through education, counseling and support. Specific areas of interest include the provision of Queer care (particularly transcare), sex positivity, prenatal care, fertility and abortion care.

Experience

Certified Nurse Midwife, WHNP-BC Lovering Health Center

September 2020- Current

Providing a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encourage preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

Certified Nurse Midwife Planned Parenthood of Northern New England

Oct *2017 - April 2020*

Provided a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encouraged preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

Labor & Delivery and Maternity Nurse Hallmark Health (Melrose, MA)

May 2017 - June 2018

Assisted physician during and immediately after delivery by monitoring maternal and fetal well-being, administering medications, assessing the newborn, recording events and

documenting data in the electronic medical record Provided high-quality age and culturally appropriate care, support and education regarding labor physiology, warning signs, pain coping strategies, breastfeeding, postpartum transition, safe sleep recommendations and newborn care Worked collaboratively to manage obstetrical complications with physicians and other members of the care team

Certified Childbirth Educator Hallmark Health (Malden, MA)

August 2016 – December 2018

Educated expectant parents about physiology of childbirth, possible complications and interventions, proven pain coping strategies, relevant medications and other topics to help families make informed decisions regarding care

Provided anticipatory guidance about how to safely care for a new infant and have a healthy postpartum transition Facilitated breastfeeding classes, newborn classes, relaxation/mindfulness classes, and postpartum support groups

Student Midwife (New Haven, CT and Cambridge, MA)

Sept 2015 – May 2016

Delivered full-scope midwifery care of antepartum, intrapartum and postpartum patients in both an office setting and in association with Mount Auburn and St. Raphael's Hospitals (delivering 54 babies under the supervision of CNMs) Provided preconception counseling, family planning services, contraception, prenatal care, options counseling, menopause management, queer care and artificial intrauterine inseminations for a diverse patient population Directed care for laboring patients in consultation with the Physician and other members of the care team, completed laceration repairs, newborn exams and provided breastfeeding support and postpartum discharge teaching

Holistic Full-Spectrum Doula Self-employed (MA, CT)
Spring 2011 - present

Serve as a professional support person through all pregnancy experiences for people of all ages and gender identities including: high-risk pregnancies, abortion, miscarriage, stillbirth or fetal demise, adoption, surrogacy, transgender pregnancy and queer care in addition to supportive care before, during and after the experience Provide compassionate patient and family-centered emotional and physical support (if desired), several relaxation and pain-coping techniques, unbiased and up-to-date information, as well as providing anticipatory guidance

Education

Yale University School of Nursing 3.45 GPA

Aug 2013 - Fall 2016 Master's of Science in Nursing (Certified Nurse Midwife in NH and Women's Health Nurse Practitioner) Bachelor of Science in Nursing (Licensed Registered Nurse in NH)

Lesley University (Cambridge, MA) 3.97 GPA *Fall 2009 - Fall 2012* Bachelor of Arts in Holistic Psychology (Counseling Track, Health Minor)

• NEXPLANON Clinical Training Program (Merck) ***Fall 2015 and Fall 2019***

• First-Trimester ultrasound training (PPNNE) ***Fall 2019***

- Electronic Medical Records (EPIC, Athena, Meditech & NexGen) ***Sept 2015- April 2020***
- Advanced Cardiac Life Support (ProMed Cert) ***Summer 2020***
- Neonatal Resuscitation/NRP (Hallmark Health, pending renewal) ***Fall 2017***
- *Trager*® Practitioner; body-mind integration facilitator for relaxation (USTA) ***Spring 2007***
- Reiki II Practitioner; energy healing (John Harvey Gray Center) ***1996-present***

ILYSSA SHERMAN

[redacted]

EDUCATION

University of New Hampshire – Durham, NH September 2020

M.S. Nursing – Clinical Nurse Leader
Current GPA: 3.9

University of New Hampshire – Manchester, NH May 2014

B.A. Psychology
Dean's List 2012-2014, GPA: 3.83

Manchester Community College – Manchester, NH May 2012

A.S. Medical Assisting
President's list 2010-2012, GPA: 3.8, nominated and awarded

Certificate of Academic Excellence

CLINICAL EXPERIENCE

Center for Urologic Care and Pelvic Medicine– Concord Hospital
January 2020 to May 2020
Concord, NH

Orthopedic Unit – Lakes Region General Hospital August 2019 to December 2019 Laconia, NH

Maternity Unit – Elliot Hospital Summer 2019
Manchester, NH

Residential Psychiatric Facility – Riverbend Mental Health Summer 2019
Concord, NH

Respiratory Unit – Concord Hospital January 2019 to May 2019
Concord, NH

WORK EXPERIENCE

Lovering Health Center - Greenland, NH September 2020 to present
Reproductive and Sexual Health Nurse

Goodwin Community Health - Somersworth, NH March 2018 to December 2018 **Substance Misuse Prevention Peer Mentor**

- Cooperated with the Young Adult Prevention Coordinator to implement prevention strategies county-wide with a focus on the young adult population
- Provided direct service within the community in the form of educational groups at local agencies
- Assisted the Continuum Care Manager with organization and implementation of the Stafford County K-12 School-Based Flu Clinics
- Assisted the Strafford County Public Health Team with planning the widely attended Annual Addition Summit and many other community events
- Became primary organizer for the farmers market held at Goodwin Community Health throughout the summer

Planned Parenthood of Northern New England - Concord, NH May 2015 to December 2018 New Hampshire Action Team Seacoast Volunteer Leader

- Responsible for recruiting, interviewing, and training new volunteers
- Provided community outreach and education about women's reproductive health and rights through local events on the Seacoast, events included fundraisers, trivia nights, book clubs, and political outreach
- Shared personal story on a public speaking platform at the Women's March and other highly attended political events AmeriCorps - Concord, NH November 2014 to March 2015 Crisis Advocate YWCA - Manchester, NH January 2014 to May 2014 Intern/Direct Services Advocate
- Committed to weekly, overnight, on-call shifts responding to patients in multiple hospitals, disclosing or presenting with signs of sexual abuse
- Delivered strategic measures to aid mental health and development of individuals experiencing a crisis and provided solutions for management and intervention
- Implemented patient-centered, trauma-informed care with patients across the lifespan
- Provided culturally affirming services to individuals across sexual orientation and gender identity spectrums; advocated for affirming care from medical and legal professionals
- Liaised between patients, medical staff, and law enforcement
- Provided crisis counseling to patients and their companions including: evidenced based emotional support, safety planning, explanation of medical and legal procedures and rights, psychoeducation on rape and domestic violence, upon request

RELEVANT EXPERIENCE

- Ran for NH State Representative in Strafford County District 18 in the 2016 election
- Platform included mental health advocacy, equal rights, reproductive rights, and affordable, accessible healthcare
- Supported and advocated for Title X funding

CERTIFICATIONS

- College Reading and Learning Association Tutor
- BLS/First Aid through the American Heart Association
- Recovery Coach through the Center for Addiction Recovery Training

Jenna Ward

[redacted]

EDUCATION

University of New Hampshire, Durham, NH Class of 2018

College of Liberal Arts; Communication Business Application Major, Writing Minor

Family Planning Health Worker Certification, Essential Access Health December 2020

SKILLS

- Proficient in Microsoft Suite Programs, Athena EMR, Google Drive, Airtable, Canva, Mailchimp
- Solid organizational, communication, critical thinking and interpersonal skills
- Strong understanding and passion for reproductive health with a focus on abortion care, birth control methods, abortion access, and STI/HIV prevention with a social justice and trauma-informed lens.
- Extensive experience with writing, community & digital outreach, patient care, and canvassing.

EXPERIENCE

Digital Outreach Coordinator, Certified Family Planning Health Worker
The Lovering Health Center - Greenland , NH
November 2019- Present

- Conduct clinical intake with a diverse paTent populaTon seeking reproductive and sexual healthcare.
- Educate and counsel paTents before aspiraTon and medicaTon aborTons. Also provide unbiased and knowledge-based educaTon about birth control methods.
- Work with local and naTonal aborTon funds for paTents seeking financial assistance.
- Continually assessing paTent educaTon and counseling to be more streamlined and effecTve. Includes spearheading an iniTaTve to make all aborTon and birth control educaTon virtual with the most up-to date, paTent-focused resources.
- Assist with coordinaTon of fundraising campaigns with grant wriTng, event planning, online donaTon campaigns, and more.
- Manage social media accounts and website, maintaining relevant sexual & reproducTve health content to provide educaTon and promote inclusion within the community (@loveringhealth).
- Responsible for rebuilding a virtual outreach and educaTon program with mulTmedia presentaTons on reproducTve health that can be uTlized for both paTents and community.

- In the process of rebuilding a robust volunteer program to assist with day-to-day funcTons of the health center and to increase community engagement.
- Create quarterly email newsleaers and relevant email campaigns to boost awareness.
- Responsible for designing, coordinaTng, and distribuTng tradiTonal markeTng materials such as rack cards, lawn signs, and various sexual health promoTonal merchandise.

Public Affairs/Pa3ent Advocacy Internship
Planned Parenthood of Northern New England- Portland, ME
May 2019 - Sept. 2019

- Deep Canvassed in key districts across Maine on voters beliefs about aborTon, voter registraTon, and laying the ground work for the 2020 elecTon
- Represented Planned Parenthood at local events to bring awareness and educate the public about reproducTve rights and access to reproducTve health
- Conducted interviews with paTents at Planned Parenthood health centers about access to reproducTve health services.

Digital Account Coordinator
CCA Global Partners, Carpet One Marketing – Manchester, NH
June 2018 – June 2019

- Managed coordination of content for accounts via Airtable across a wide scope of plaborms such as store websites, social media sites, blogs, etc.
- Conducted periodic meetngs with clients to develop a digital strategy to aaract customers and drive organic traffic to websites through optmized web content and graphic updates

Emma Simpson-Tucker
[redacted]

Relevant Skills

Proficient computer and typing skills * Extensive customer service experience * Written and verbal communication

Organization skills * Attention to detail

Employment Experience

Wentworth Home for the Aged — *Activity Aide/Dietary Aide/Nurse's Aides' Assistant*

December 2012 - August 2017

(Weekends through August 2014 and full time summers May-August 2015-2017)

Ramunto's Brick Oven Pizza — *Server/Host*

April 2018 - July 2018

Portsmouth Health Food — *Retail Associate*

July 2018 - October 2018

Gus and Ruby Letterpress —*Retail Associate*

September 2018 —September 2019

Wentworth Senior Living —*Concierge/Resident Engagement Assistant*

September 2019 — July 2021

Other Achievements

President of Keene State College Acappella Group - 2017-2018

Treasurer of the Keene State College Feminist Collective - 2017-2018

Cowriter of *The Gay Agenda* LGBTQ+ Column, InDepthNH.org - 2016-2017

Education

Keene State College - *BA Women's and Gender Studies* (May 2018)
Minors in Psychology and German

Spaulding High School - (June 2014)

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: Family Planning

Budget Period: January 1, 2022 - June 30, 2022

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Administrative Salaries						
Executive Director	Sandra Denoncour	$36.06	40.00	$7,500.00	$30,000.00	$37,500.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.03	40.00	$4,688.00	$14,063.00	$18,751.00
Direct Service Salaries						
WHNP / CNM	Amaryllis Hagar	$42.10	40.00	$17,514.00	$26,270.00	$43,784.00
Registered Nurse	Ilyssa Sherman	$26.78	40.00	$11,140.00	$16,711.00	$27,851.00
Lead Educator	Jenna Ward	$23.18	40.00	$4,821.00	$19,286.00	$24,107.00
Outreach Coordinator	Brigit Ordway	$24.21	32.00	$5,036.00	$15,107.00	$20,143.00
Registered Nurse	RN part-time / future hire	$24.50	32.00	$8,154.00	$12,230.00	$20,384.00
Nurse Practictioner	NP part-time / future hire	$50.00	10.00	$5,200.00	$7,800.00	$13,000.00
Total Salaries by Source				$64,053.00	$141,467.00	$205,520.00

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: Family Planning

Budget Period: July 01, 2022 - June 30, 2023

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Administrative Salaries						
Executive Director	Sandra Denoncour	$37.14	40.00	$15,450.00	$61,801.00	$77,251.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.57	40.00	$9,657.00	$28,969.00	$38,626.00
Direct Service Salaries						
WHNP / CNM	Amaryllis Hagar	$43.36	40.00	$36,076.00	$54,113.00	$90,189.00
Registered Nurse	Ilyssa Sherman	$27.58	40.00	$22,947.00	$34,419.00	$57,366.00
Lead Educator	Jenna Ward	$23.88	40.00	$9,934.00	$39,736.00	$49,670.00
Outreach Coordinator	Brigit Ordway	$24.94	32.00	$4,005.00	$37,495.00	$41,500.00
Total Salaries by Source				$98,069.00	$256,533.00	$354,602.00

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: Family Planning

Budget Period: July 01, 2023 -December 31, 2023

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Administrative Salaries						
Executive Director	Sandra Denoncour	$37.14	40.00	$7,725.00	$30,901.00	$38,626.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.57	40.00	$4,828.00	$14,485.00	$19,313.00
Direct Service Salaries						
WHNP / CNM	Amaryllis Hegar	$43.36	40.00	$18,037.00	$27,057.00	$45,094.00
Registered Nurse	Ilyssa Sherman	$27.58	40.00	$11,473.00	$17,210.00	$28,683.00
Lead Educator	Jenna Ward	$23.88	40.00	$4,967.00	$19,868.00	$24,835.00
Outreach Coordinator	Brigit Ordway	$24.94	32.00	$2,004.00	$18,746.00	$20,750.00
Total Salaries by Source				$49,034.00	$128,267.00	$177,301.00

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: TANF

Budget Period: January 1, 2022 - June 30, 2022

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Executive Director	Sandra Denoncour	$36.06	40.00	$7,500.00	$30,000.00	$37,500.00
Outreach Coordinator	Brigit Ordway	$24.21	32.00	$10,072.00	$10,071.00	$20,143.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.03	40.00	$4,688.00	$14,063.00	$18,751.00
Lead Educator	Jenna Ward	$23.18	40.00	$9,643.00	$14,464.00	$24,107.00
Total Salaries by Source				$31,903.00	$68,598.00	$100,501.00

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: TANF

Budget Period: July 1, 2022-June 30, 2023

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Executive Director	Sandra Denoncour	$37.14	40.00	$6,299.00	$70,952.00	$77,251.00
Outreach Coordinator	Brigit Ordway	$24.94	32.00	$20,750.00	$20,750.00	$41,500.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.57	40.00	$9,656.00	$28,970.00	$38,626.00
Total Salaries by Source				$36,705.00	$120,672.00	$157,377.00

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Joan G. Lovering Health Center

Name of RFP: TANF

Budget Period: July 1, 2023 -December 31, 2023

A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources
Executive Director	Sandra Denoncour	$37.14	40.00	$3,149.00	$35,477.00	$38,626.00
Outreach Coordinator	Brigit Ordway	$24.94	32.00	$10,375.00	$10,375.00	$20,750.00
Patient Services Coordinator	Emma Simpson-Tucker	$18.57	40.00	$4,828.00	$14,485.00	$19,313.00
Total Salaries by Source				$18,352.00	$60,337.00	$78,689.00

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-06)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England, Inc.		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number 05-95-90-902010-5530	1.7 Completion Date December 31, 2023	1.8 Price Limitation $125,000
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: Yvonne Lockerby C5D387ECA8F148F... Date: 12/10/2021		1.12 Name and Title of Contractor Signatory Yvonne Lockerby VP of Centralized Operatior	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley B4BFB38F5BF04CB... Date: 12/10/2021		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: DocuSigned by: J. Christopher Marshall D58D458E80D4403... On: 12/13/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS YL
Date 12/10/2021

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.

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Contractor Initials YL

Date 12/10/2021

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

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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.

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Date 12/10/2021

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

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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.

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 10,826 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.

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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

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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 Contactor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

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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/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).

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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

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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;

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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:

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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.

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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.

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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."

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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,

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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.

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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. 100% 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 Exhibit C-1 - Family Planning Funds Budget through Exhibit C-3 – Family Planning 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.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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.

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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 if **any** of the following conditions exist:

        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.

Exhibit C-1 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor name: Planned Parenthood of Northern New England

Budget Request for: Reproductive and Sexual Health Services

Budget Period: 1/1/2022-6/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 1,417,012.33	$ -	$ 1,417,012.33	$ 1,390,214.58	$ -	$ 1,390,214.58	$ 26,797.75	$ -	$ 26,797.75
2. Employee Benefits	$ 398,971.16	$ -	$ 398,971.16	$ 391,426.04	$ -	$ 391,426.04	$ 7,545.12	$ -	$ 7,545.12
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:			$ -						
Rental	$ 2,144.50	$ -	$ 2,144.50	$ 2,124.48	$ -	$ 2,124.48	$ 20.02	$ -	$ 20.02
Repair and Maintenance	$ 3,265.14	$ -	$ 3,265.14	$ 3,203.39	$ -	$ 3,203.39	$ 61.75	$ -	$ 61.75
Purchase/Depreciation	$ 1,058.85	$ -	$ 1,058.85	$ 1,018.29	$ -	$ 1,018.29	$ 40.56	$ -	$ 40.56
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 14,484.04	$ -	$ 14,484.04	$ 14,210.13	$ -	$ 14,210.13	$ 273.91	$ -	$ 273.91
Pharmacy	$ 312,183.02	$ -	$ 312,183.02	$ 306,279.19	$ -	$ 306,279.19	$ 5,903.83	$ -	$ 5,903.83
Medical	$ 87,470.38	$ -	$ 87,470.38	$ 85,816.19	$ -	$ 85,816.19	$ 1,654.19	$ -	$ 1,654.19
Office	$ 15,286.48	$ -	$ 15,286.48	$ 14,997.39	$ -	$ 14,997.39	$ 289.09	$ -	$ 289.09
6. Travel	$ 27,084.53	$ -	$ 27,084.53	$ 26,572.32	$ -	$ 26,572.32	$ 512.21	$ -	$ 512.21
7. Occupancy	$ 214,289.74	$ -	$ 214,289.74	$ 210,237.21	$ -	$ 210,237.21	$ 4,052.53	$ -	$ 4,052.53
8. Current Expenses			$ -						
Telephone	$ 9,855.40	$ -	$ 9,855.40	$ 9,669.02	$ -	$ 9,669.02	$ 186.38	$ -	$ 186.38
Postage	$ 13,286.20	$ -	$ 13,286.20	$ 13,034.94	$ -	$ 13,034.94	$ 251.26	$ -	$ 251.26
Subscriptions	$ 14,517.48	$ -	$ 14,517.48	$ 14,242.93	$ -	$ 14,242.93	$ 274.55	$ -	$ 274.55
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 20,127.71	$ -	$ 20,127.71	$ 19,747.07	$ -	$ 19,747.07	$ 380.64	$ -	$ 380.64
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 12,740.48	$ -	$ 12,740.48	$ 12,499.54	$ -	$ 12,499.54	$ 240.94	$ -	$ 240.94
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):			$ -						
Outside Printing	$ 8,432.24	$ -	$ 8,432.24	$ 8,272.77	$ -	$ 8,272.77	$ 159.47	$ -	$ 159.47
Bank fees/Miscellaneous	$ 15,668.91	$ -	$ 15,668.91	$ 15,372.59	$ -	$ 15,372.59	$ 296.32	$ -	$ 296.32
Professional Services	$ 56,023.41	$ -	$ 56,023.41	$ 54,963.93	$ -	$ 54,963.93	$ 1,059.48	$ -	$ 1,059.48
HR/IT Support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin/Finance Allocation	$ -	$ 413,192.95	$ 413,192.95	$ -	$ 413,192.95	$ 413,192.95	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,643,902.00	$ 413,192.95	$ 3,057,094.95	$ 2,593,902.00	$ 413,192.95	$ 3,007,094.95	$ 50,000.00	$ -	$ 50,000.00

Indirect As A Percent of Direct

Exhibit C-2 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor name: Planned Parenthood of Northern New England

Budget Request for: Reproductive and Sexual Health Services

Budget Period: 07/01/22-06/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,947,385.65	$ -	$ 2,947,385.65	$ 2,920,425.55	$ -	$ 2,920,425.55	$ 26,960.10	$ -	$ 26,960.10
2. Employee Benefits	$ 829,860.01	$ -	$ 829,860.01	$ 822,269.18	$ -	$ 822,269.18	$ 7,590.83	$ -	$ 7,590.83
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:			$ -						
Rental	$ 4,441.99	$ -	$ 4,441.99	$ 4,401.36	$ -	$ 4,401.36	$ 40.63	$ -	$ 40.63
Repair and Maintenance	$ 6,796.22	$ -	$ 6,796.22	$ 6,734.05	$ -	$ 6,734.05	$ 62.17	$ -	$ 62.17
Purchase/Depreciation	$ 1,957.56	$ -	$ 1,957.56	$ 1,939.65	$ -	$ 1,939.65	$ 17.91	$ -	$ 17.91
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 29,547.44	$ -	$ 29,547.44	$ 29,277.17	$ -	$ 29,277.17	$ 270.27	$ -	$ 270.27
Pharmacy	$ 636,853.36	$ -	$ 636,853.36	$ 631,027.98	$ -	$ 631,027.98	$ 5,825.38	$ -	$ 5,825.38
Medical	$ 178,439.58	$ -	$ 178,439.58	$ 176,807.37	$ -	$ 176,807.37	$ 1,632.21	$ -	$ 1,632.21
Office	$ 31,184.42	$ -	$ 31,184.42	$ 30,899.17	$ -	$ 30,899.17	$ 285.25	$ -	$ 285.25
6. Travel	$ 55,252.45	$ -	$ 55,252.45	$ 54,747.05	$ -	$ 54,747.05	$ 505.40	$ -	$ 505.40
7. Occupancy	$ 437,151.04	$ -	$ 437,151.04	$ 433,152.36	$ -	$ 433,152.36	$ 3,998.68	$ -	$ 3,998.68
8. Current Expenses			$ -						
Telephone	$ 20,105.02	$ -	$ 20,105.02	$ 19,921.12	$ -	$ 19,921.12	$ 183.90	$ -	$ 183.90
Postage	$ 27,103.84	$ -	$ 27,103.84	$ 26,855.92	$ -	$ 26,855.92	$ 247.92	$ -	$ 247.92
Subscriptions	$ 29,615.67	$ -	$ 29,615.67	$ 29,344.77	$ -	$ 29,344.77	$ 270.90	$ -	$ 270.90
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 41,060.54	$ -	$ 41,060.54	$ 40,684.95	$ -	$ 40,684.95	$ 375.59	$ -	$ 375.59
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 25,990.58	$ -	$ 25,990.58	$ 25,752.84	$ -	$ 25,752.84	$ 237.74	$ -	$ 237.74
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):			$ -						
Outside Printing	$ 17,201.76	$ -	$ 17,201.76	$ 17,044.42	$ -	$ 17,044.42	$ 157.35	$ -	$ 157.35
Bank fees/Miscellaneous	$ 31,964.59	$ -	$ 31,964.59	$ 31,672.20	$ -	$ 31,672.20	$ 292.38	$ -	$ 292.38
Professional Services	$ 114,287.74	$ -	$ 114,287.74	$ 113,242.34	$ -	$ 113,242.34	$ 1,045.40	$ -	$ 1,045.40
HR/IT Support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin/Finance Allocation	$ -	$ 842,913.58	$ 842,913.58	$ -	$ 842,913.58	$ 842,913.58	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 5,466,199.45	$ 842,913.58	$ 6,309,113.03	$ 5,416,199.44	$ 842,913.58	$ 6,259,113.03	$ 50,000.00	$ -	$ 50,000.00

Indirect As A Percent of Direct

Exhibit C-3 - Family Planning Funds Budget

New Hampshire Department of Health and Human Services

Contractor name: Planned Parenthood of Northern New England

Budget Request for: Reproductive and Sexual Health Services

Budget Period: 07/01/23-12/31/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 1,532,640.54	$ -	$ 1,532,640.54	$ 1,519,079.91	$ -	$ 1,519,079.91	$ 13,560.63	$ -	$ 13,560.63
2. Employee Benefits	$ 431,527.20	$ -	$ 431,527.20	$ 427,709.10	$ -	$ 427,709.10	$ 3,818.10	$ -	$ 3,818.10
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:			$ -						
Rental	$ 2,265.42	$ -	$ 2,265.42	$ 2,245.37	$ -	$ 2,245.37	$ 20.04	$ -	$ 20.04
Repair and Maintenance	$ 3,466.07	$ -	$ 3,466.07	$ 3,435.40	$ -	$ 3,435.40	$ 30.67	$ -	$ 30.67
Purchase/Depreciation	$ 998.35	$ -	$ 998.35	$ 989.52	$ -	$ 989.52	$ 8.83	$ -	$ 8.83
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 15,069.19	$ -	$ 15,069.19	$ 14,935.86	$ -	$ 14,935.86	$ 133.33	$ -	$ 133.33
Pharmacy	$ 324,795.21	$ -	$ 324,795.21	$ 321,921.46	$ -	$ 321,921.46	$ 2,873.75	$ -	$ 2,873.75
Medical	$ 91,004.19	$ -	$ 91,004.19	$ 90,198.99	$ -	$ 90,198.99	$ 805.19	$ -	$ 805.19
Office	$ 15,904.05	$ -	$ 15,904.05	$ 15,763.34	$ -	$ 15,763.34	$ 140.72	$ -	$ 140.72
6. Travel	$ 28,178.75	$ -	$ 28,178.75	$ 27,929.43	$ -	$ 27,929.43	$ 249.32	$ -	$ 249.32
7. Occupancy	$ 222,947.04	$ -	$ 222,947.04	$ 220,974.43	$ -	$ 220,974.43	$ 1,972.61	$ -	$ 1,972.61
8. Current Expenses			$ -						
Telephone	$ 10,253.56	$ -	$ 10,253.56	$ 10,162.84	$ -	$ 10,162.84	$ 90.72	$ -	$ 90.72
Postage	$ 13,822.96	$ -	$ 13,822.96	$ 13,700.65	$ -	$ 13,700.65	$ 122.30	$ -	$ 122.30
Subscriptions	$ 15,103.99	$ -	$ 15,103.99	$ 14,970.35	$ -	$ 14,970.35	$ 133.64	$ -	$ 133.64
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 20,940.87	$ -	$ 20,940.87	$ 20,755.59	$ -	$ 20,755.59	$ 185.28	$ -	$ 185.28
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 13,255.20	$ -	$ 13,255.20	$ 13,137.92	$ -	$ 13,137.92	$ 117.28	$ -	$ 117.28
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):			$ -						
Outside Printing	$ 8,772.90	$ -	$ 8,772.90	$ 8,695.28	$ -	$ 8,695.28	$ 77.62	$ -	$ 77.62
Bank fees/Miscellaneous	$ 16,301.94	$ -	$ 16,301.94	$ 16,157.70	$ -	$ 16,157.70	$ 144.24	$ -	$ 144.24
Professional Services	$ 58,286.75	$ -	$ 58,286.75	$ 57,771.04	$ -	$ 57,771.04	$ 515.71	$ -	$ 515.71
HR/IT Support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Admin/Finance Allocation	$ -	$ 429,885.93	$ 429,885.93	$ -	$ 429,885.93	$ 429,885.93	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,825,534.19	$ 429,885.93	$ 3,255,420.12	$ 2,800,534.19	$ 429,885.93	$ 3,230,420.12	$ 25,000.00	$ -	$ 25,000.00

Indirect As A Percent of Direct

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

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Vendor Initials _____

Date 12/10/2021

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:

12/10/2021

Date

DocuSigned by:
Yvonne Lockerby
C5D357FCA0F14DF...

Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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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:

12/10/2021

DocuSigned by:
Yvonne Lockerby
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Date

Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

12/10/2021

DocuSigned by:
Yvonne Lockerby
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Date

Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559; which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

12/10/2021

Date

DocuSigned by:
Yvonne Lockerby
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Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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:

12/10/2021
Date

DocuSigned by:
Yvonne Lockerby
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Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Planned Parenthood ONE
The State	Name of the Contractor
Signed by: Patricia M. Tilley 846FB38F56FB468...	Signed by: Yvonne Lockerby 65D367FCA8F146F...
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Yvonne Lockerby
Name of Authorized Representative	Name of Authorized Representative
Director	VP Of Centralized Operations
Title of Authorized Representative	Title of Authorized Representative
12/10/2021	12/10/2021
Date	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:

12/10/2021

DocuSigned by:
Yvonne Lockerby
C5D357FCA8F14BF...

Date

Name: Yvonne Lockerby
Title: VP Of Centralized Operations

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FORM A

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

1. The DUNS number for your entity is: 071008353

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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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

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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

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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

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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.).

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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

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Contractor Initials _____

12/10/2021

Date _____

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.

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: 01/28/21 Next Review Date: 01/01/2022

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

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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.*

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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

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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.

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

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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.

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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 clients'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.

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- 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 ≤ 100% of the FPL, and a discount schedule for clients with

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family incomes >101% and ≤ 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

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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.

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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.

Annual Income:	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**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
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						

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12/10/2021

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

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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:

_____

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

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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

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

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

B. Delegate Requirements

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

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

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- **Providing Quality Family Planning Services – Recommendations of CDC and 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

  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/screeningRecc.htm

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

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

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

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the 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

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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)

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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

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presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

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

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

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

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

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

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

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

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

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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

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a) Counsel on the need to take a daily supplement containing folic acid
b) Discussion of reproductive life plan.
c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
d) Other screening services that include
   - Obtain medical history
     - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
     - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
   - Screen for intimate partner violence
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff are in place to ensure an accurate diagnosis At a minimum, provide referral to behavioral health services for those who have a positive screen
   - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
   - Screen for hypertension by obtaining Blood Pressure (BP).
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
   - Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
   - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include.
   - Obtain medical history
   - Screen for tobacco, alcohol, and substance use
   - Screen for immunization status
   - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
   - Screen for obesity by obtaining height, weight, & BMI
   - Screen for hypertension by obtaining BP
   - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

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- 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
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

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

5 Provide STD/HIV risk reduction counseling.

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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

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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
  - **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

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- "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 21st 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

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

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https://brightfutures aap org/Bright%20Futures%20Documents/BF4_Introduction pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http://www.uptodate com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http //www naspag org/
- American Academy of Pediatrics (AAP), Policy Statement: "Contraception for Adolescents", September, 2014 http //pediatrics aappublications.org/content/early/2014/09/24/peds 2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- 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

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- 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

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- 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/
- 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

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Title X Community Participation, Education and Project Promotion

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) ecfr.gov

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.

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- 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 it's 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.

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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.

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- 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.

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Sub-recipients must establish within policies and procedures:

- 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.

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- 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

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NH Family Planning Program (NH FPP) Priorities:

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

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.

DS
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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

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

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

DS

12/10/2021

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.

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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)

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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.

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Sample Work Plan

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

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

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

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

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

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Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative for Not Meeting Target:** *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year.* _____ **Revised Work Plan Attached** (Please check if work plan has been revised)	
SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX* _____ Target/Objective **Met** **Narrative**: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)* _____ Target/Objective **Not Met** **Narrative** for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.* **Proposed Improvement Plan**: *Explain what your agency will do (differently) to achieve target/objective for next year*	

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Program Goal: ***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***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

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

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

_____ Target/Objective **Met**

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

_____ Target/Objective **Not Met**

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

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

DS

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•

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

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

_____ Target/Objective **Met**
Narrative: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*
_____ Target/Objective **Not Met**
Narrative for Not Meeting Target:

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*
_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

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

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

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*
Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

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NH Family Planning Reporting Calendar SFY 22-24

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

- SFY 2021 Clinical Guidelines signatures
- FP Work Plan

SFY 22 (January 1, 2022 – December 31, 2023)	
Due Date:	**Reporting Requirement:**
January 14, 2022 ***ONLY FOR THOSE WHO WERE A TITLE X SUB-RECIPIENT FROM JANUARY 1, 2021-JUNE 30, 2021**	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
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 (http://ow.ly/NBJG30dmcF7)
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	**Reporting Requirement:**
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: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2023	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
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 (http://ow.ly/NBJG30dmcF7)
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
SFY 24 (July 1, 2023 – June 30, 2024) ***contract ends on December 31, 2023***	
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)

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January 12, 2024	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 31, 2024	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)

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

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New Hampshire Planning Program	
Family Planning Annual Report (FPAR) Existing Data Elements	**Proposed FPAR 2.0 Additional Data Elements**
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

DS

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

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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.

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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.

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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.**

DS YL

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.

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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)

DS YL

- 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

DS

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **77950**

Certificate Number: **0005427873**

DS

IN TESTIMONY WHEREOF, 12/10/2021

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of August A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Allie Stickney, of Planned Parenthood Northern New England (PPNNE), do hereby certify that:

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of the corporation duly held on 9 December 2021:

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

3. Yvonne Lockerby is the duly elected Vice President of Centralized Operations at this corporation.

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

Date: 9 December 2021

DocuSigned by:
Allie Stickney
F53BA07FD1BA457...

Signature of Elected Official
Name: Allie Stickney
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2021

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

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

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

CN101357758-WC-30-30-21-22 COL,VT GLWC

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Insurance Company	23841
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.
784 HERCULES DR, SUITE 110
COLCHESTER, VT 05446

COVERAGES **CERTIFICATE NUMBER:** NYC-010009990-12 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			082695195	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR: $100,000						MED EXP (Any one person)	$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 016433074	01/01/2021	01/01/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
NH DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE
CONCORD, NH 03301-6504

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Rickl Fitzsimmons

DocuSign Envelope ID: 9F6352CC-CF86-42FE-BBF2-D5E8264D112F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2021

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: healthcare.accountscss@marsh.com Fax: 212-948-1307 CN101357758-WC-30-30-21-22 COL,VT GLWC	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : New Hampshire Insurance Company — 23841 INSURER B : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010009990-12 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR: $100,000						MED EXP (Any one person)	$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 016433074	01/01/2021	01/01/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: STATE FP GRANT

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: DIRECTOR, DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE
CONCORD, NH 03301-6504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Ricki Fitzsimmons

Mission Statement

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

Planned Parenthood® of Northern New England

BerryDunn

[redacted]

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

CONSOLIDATED FINANCIAL STATEMENTS

Six Month Period Ended June 30, 2020

(with Comparative Totals for the Twelve Months Ended 2019)

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the six months then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of June 30, 2020, and the consolidated results of its operations, changes in its net assets and its cash flows for the six months then ended, in conformity with U.S. generally accepted accounting principles.

Other Matter

Report on Summarized Comparative Information

We have previously audited PPNNE's 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated May 26, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 15, 2020
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

June 30, 2020
(With Comparative Totals for December 31, 2019)

ASSETS

	Without Donor Restrictions	With Donor Restrictions	**2020 Total**	2019 Total
Current assets				
Cash	$ 8,563,930	$ 1,250,327	**$ 9,814,257**	$ 7,140,353
Accounts receivable, net	1,332,203	-	**1,332,203**	1,718,148
Contributions receivable, net	233,262	448,652	**681,914**	783,495
Other	1,612,741	-	**1,612,741**	1,744,942
Total current assets	11,742,136	1,698,979	**13,441,115**	11,386,938
Property and equipment				
Land	35,657	-	**35,657**	35,657
Buildings	2,726,586	-	**2,726,586**	2,687,978
Leasehold improvements	7,324,312	-	**7,324,312**	6,936,963
Furniture, fixtures and equipment	3,773,511	-	**3,773,511**	3,533,287
Construction-in-progress	-	-	**-**	292,743
	13,860,066	-	**13,860,066**	13,486,628
Less accumulated depreciation and amortization	(8,853,265)	-	**(8,853,265)**	(8,300,841)
Property and equipment, net	5,006,801	-	**5,006,801**	5,185,787
Other assets				
Contributions receivable, net of current portion	-	19,324	**19,324**	28,945
Long-term investments	3,737,916	1,311,831	**5,049,747**	5,399,852
Other	131,899	532,333	**664,232**	696,182
Total other assets	3,869,815	1,863,488	**5,733,303**	6,124,979
Total assets	$ 20,618,752	$ 3,562,467	**$24,181,219**	$22,697,704

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

LIABILITIES AND NET ASSETS

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Current liabilities				
Current portion of long-term debt	$ 11,195	$ -	**$ 11,195**	$ 11,000
Accounts payable and other current liabilities	1,921,933	-	**1,921,933**	1,687,297
Accrued salaries and benefits	1,703,712	-	**1,703,712**	918,279
Paycheck Protection Program loan	2,717,300	-	**2,717,300**	-
Total current liabilities	6,354,140	-	**6,354,140**	2,616,576
Long-term debt, net of current portion	233,267	-	**233,267**	238,763
Total liabilities	6,587,407	-	**6,587,407**	2,855,339
Net assets				
Without donor restrictions	14,031,345	-	**14,031,345**	16,606,841
With donor restrictions	-	3,562,467	**3,562,467**	3,235,524
Total net assets	14,031,345	3,562,467	**17,593,812**	19,842,365
Total liabilities and net assets	$ 20,618,752	$ 3,562,467	**$24,181,219**	$22,697,704

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities and Changes in Net Assets

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Operating revenue and support				
Net patient service revenue	$ 5,104,963	$ -	**$ 5,104,963**	$ 14,128,331
Grants and contracts	1,820,389	429,332	**2,249,721**	4,218,762
Contributions and bequests	3,756,911	767,661	**4,524,572**	8,683,269
Investment (losses) income	(203,167)	(123,053)	**(326,220)**	920,208
Other	104,463	-	**104,463**	305,393
	10,583,559	1,073,940	**11,657,499**	28,255,963
Net assets released from restrictions	746,997	(746,997)	-	-
Total operating revenue and support	11,330,556	326,943	**11,657,499**	28,255,963
Operating expenses				
Program services				
Direct patient services	10,277,165	-	**10,277,165**	17,851,235
Education and outreach	123,941	-	**123,941**	244,725
Public policy	1,070,793	-	**1,070,793**	2,166,385
Marketing and communication	154,937	-	**154,937**	308,057
Total program services	11,626,836	-	**11,626,836**	20,570,402
Support services				
General and administrative	1,474,276	-	**1,474,276**	2,960,354
Fundraising	804,940	-	**804,940**	1,631,418
Total support services	2,279,216	-	**2,279,216**	4,591,772
Total expenses	13,906,052	-	**13,906,052**	25,162,174
Changes in net assets from operations	(2,575,496)	326,943	**(2,248,553)**	3,093,789
Other changes				
Contributions	-	-	-	(639,557)
Total other changes	-	-	-	(639,557)
Change in net assets	(2,575,496)	326,943	**(2,248,553)**	2,454,232
Net assets, beginning of year	16,606,841	3,235,524	**19,842,365**	17,388,133
Net assets, end of year	$ 14,031,345	$ 3,562,467	**$ 17,593,812**	$ 19,842,365

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2020 Total	2019 Total
Payroll and related costs	$ 6,918,253	$ 97,964	$ 771,507	$ 61,684	$ 7,849,408	$ 713,094	$ 677,984	$ 1,391,078	$ 9,240,486	$ 14,911,024
Contraceptive supplies	605,582	-	-	-	605,582	-	-	-	605,582	1,723,026
Outside laboratory fees	108,482	-	-	-	108,482	-	-	-	108,482	356,748
Occupancy costs	1,028,861	14,391	79,615	8,390	1,131,257	60,145	33,913	94,058	1,225,315	2,351,027
Medical supplies	430,342	-	-	-	430,342	-	-	-	430,342	811,577
Professional services	252,679	296	86,364	-	339,339	488,986	9,937	498,923	838,262	1,562,717
Advertising	-	-	67,273	67,421	134,694	2,840	-	2,840	137,534	494,678
Insurance and taxes	128,305	309	2,315	159	131,088	15,140	585	15,725	146,813	249,724
Printing and postage	50,606	1,636	434	16,606	69,282	2,165	15,710	17,875	87,157	204,419
Dues and materials	32,525	2,668	22,865	-	58,058	1,120	1,323	2,443	60,501	224,330
Interest expense	6,125	-	-	-	6,125	-	-	-	6,125	12,606
Other	232,112	5,853	26,979	677	265,621	144,038	57,370	201,408	467,029	1,366,322
Total expenses before depreciation and amortization	9,793,872	123,117	1,057,352	154,937	11,129,278	1,427,528	796,822	2,224,350	13,353,628	24,268,198
Depreciation and amortization	483,293	824	13,441	-	497,558	46,748	8,118	54,866	552,424	893,976
Total expenses	$ 10,277,165	$ 123,941	$ 1,070,793	$ 154,937	$ 11,626,836	$ 1,474,276	$ 804,940	$ 2,279,216	$ 13,906,052	$ 25,162,174

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

Six Months Ended June 30, 2020
(With Comparative Totals for Year Ended December 31, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ (2,248,553)	$ 2,454,232
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	552,424	893,976
Revenue from contributed securities	(402,550)	(1,013,708)
Proceeds of contributed securities	402,550	1,013,708
Unrealized/realized loss (gain) on investments	366,968	(638,604)
Contributions restricted to long-term purposes	-	(10,443)
Change in value of beneficial interest in trusts	(1,608)	(131,502)
Gain on disposal of property and equipment	-	(8,468)
(Increase) decrease in		
Accounts receivable	385,945	(83,328)
Contributions receivable	111,202	11,229
Other current assets	132,201	(736,941)
Other long-term assets	33,558	15,988
(Decrease) increase in		
Accounts payable and other current liabilities	244,028	(227,762)
Accrued salaries and benefits	785,433	48,777
Net cash provided by operating activities	361,598	1,587,154
Cash flows from investing activities		
Purchases of property and equipment	(382,830)	(1,891,911)
Proceeds from sale of property and equipment	-	1,000
Proceeds from sale of investments	757,198	1,281,669
Purchases of investments	(774,061)	(1,461,574)
Net cash used by investing activities	(399,693)	(2,070,816)
Cash flows from financing activities		
Contributions received for long-term purposes	-	977
Proceeds from Paycheck Protection Program loan	2,717,300	-
Principal payments on long-term debt	(5,301)	(10,248)
Net cash provided (used) by financing activities	2,711,999	(9,271)
Net increase (decrease) in cash	2,673,904	(492,933)
Cash, beginning of year	7,140,353	7,633,286
Cash, end of year	$ 9,814,257	$ 7,140,353
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and accrued expenses	$ 68,238	$ 77,630

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

Nature of Activities

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

In 1990, PPNNE established Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements. PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards, therefore requiring the operations of the Action Funds to be consolidated with the operations of PPNNE.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds (collectively known as PPNNE). All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2019, from which the summarized information was derived.

Use of Estimates

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

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classification:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities and changes in net assets.

Uncertainty Related to Coronavirus

On March 11, 2020, the World Health Organization declared the 2019 novel coronavirus disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact PPNNE's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts PPNNE's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on PPNNE's services and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, PPNNE cannot reasonably estimate the impact at this time.

Promises to Give

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets.

Income Taxes

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

Cash

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

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than $1,000 are capitalized.

Investments

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

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the net assets without donor restrictions category.

Paycheck Protection Program

On April 13, 2020, PPNNE received a loan in the amount of $2,717,300 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The loan is unsecured, has a two-year term with a maturity date of April 2022; bears an annual interest rate of 1%; and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon PPNNE's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by PPNNE. SBA has preliminarily concluded PPNNE is ineligible for a PPP loan under the applicable affiliation rules and size standards. PPNNE has contested the SBA's conclusion, and the SBA is currently conducting a review of PPNNE's eligibility. If deemed ineligible, the loan may need to be returned.

PPNNE has utilized the total available PPP loan for qualifying expenditures as of June 30, 2020. If the SBA determines PPNNE is eligible for the loan, it is PPNNE's intention to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. PPNNE has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP loan received is reported as a refundable advance in the current liabilities section of the statement of financial position at June 30, 2020.

Change in Net Assets from Operations

The consolidated statement of activities report the change in net assets from operations. The changes in net assets which are excluded from this measurement include investment income greater than amounts eligible to be distributed pursuant to PPNNE's spending policy, contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue and Accounts Receivable

Net patient service revenue is reported at the amount that reflects consideration to which PPNNE expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors, and others. Generally, PPNNE bills the patients and third-party payors after services are performed. Revenues are recognized on the date of service as the service and products are delivered to the patient by PPNNE. Net revenue and the related receivables are recorded at amounts estimated to be received under reimbursement arrangements with patients and third-party payors, including private insurers, health maintenance organizations, Medicare, and Medicaid. PPNNE determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. PPNNE determines its estimate of implicit price concessions based on its historical collection experience with this class of patients:

Due to the reimbursement environment in which PPNNE operates, certain estimates are required to record net revenue and accounts receivable at their net realizable values. Specifically, the complexity of many third-party billing arrangements and the uncertainty of reimbursement amounts for services may result in adjustment to amounts originally recorded. Such adjustments are typically identified and recorded at the point of cash application, claim denial, account review, or payor postpayment audit.

PPNNE recognizes patient service revenue associated with services rendered to patients who have third-party coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, PPNNE recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of PPNNE's uninsured patients will be unable or unwilling to pay for the services rendered.

The net patient service revenue percentage by third-party payors and patients for the six months ended June 30, 2020 and year ended December 31, 2019 was as follows:

	2020	2019
Commercial	60%	66%
Medicare and Medicaid	28	22
Private pay	12	12
	100%	100%

Charity Care

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

The following information measures the level of charity care provided during the six months ended June 30, 2020 and the year ended December 31, 2019:

	2020	2019
Charges foregone, based on established rates	$ 3,264,953	$ 8,045,768
Estimated costs and expenses incurred to provide charity care	$ 3,070,000	$ 5,302,000
Equivalent percentage of charity care charges to patient charges	22.08%	21.07%

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

Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through December 15, 2020, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

PPNNE had working capital less assets with restrictions of $5,387,996 and $7,529,393 at June 30, 2020 and December 31, 2019, respectively. PPNNE had average days (based on normal expenditures) cash and investments without donor restrictions on hand of 169 at June 30, 2020 and 152 at December 31, 2019.

At June 30, 2020 and December 31, 2019, the following financial assets could readily be available within one year of the consolidated statement of financial position date to meet general expenditure:

	2020	2019
Financial assets		
Cash	$ 8,563,930	$ 6,142,824
Accounts receivable, net	1,332,203	1,718,148
Contributions receivable, net	233,262	540,055
Grants receivable due in one year or less for operations	447,434	1,058,243
Investments without board-designation or donor-restrictions	837,694	1,064,745
Estimated appropriation of donor-restricted endowed funds for use over the next 12 months	56,000	55,800
Estimated appropriation of board-designated endowed funds for use over the next 12 months	140,700	135,500
Total financial assets expected to be available within 12 months	11,611,223	10,715,315
Financial assets with restrictions		
Board-designated cash for capital acquisitions	(512,411)	(894,644)
Financial assets available to meet general expenditures within one year	$ 11,098,812	$ 9,820,671

PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 6.

3. Contributions Receivable

Contributions receivable consisted of the following at June 30, 2020 and December 31, 2019:

	2020	2019
Contributions for		
Operating purposes	$ 327,760	$ 552,855
Operating purposes, time restriction	30,152	250,640
Laura Fund	346,443	10,443
Contributions receivable, gross	704,355	813,938
Less allowance for uncollectible contributions and unamortized discounts of approximately 2% at June 30, 2020 and December 31, 2019	(3,117)	(1,498)
Contributions receivable, net	701,238	812,440
Less contributions receivable, current portion	681,914	783,495
Contributions receivable, net of current portion	$ 19,324	$ 28,945

Contributions are due as follows at June 30, 2020 and December 31, 2019:

	2020	2019
Less than one year	$ 681,914	$ 783,495
Two to five years	22,441	30,443
Contributions receivable, gross	$ 704,355	$ 813,938

4. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided. PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the period in which it is notified of its interest.

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

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 0.45% and 1.34% discount rate for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following at June 30, 2020 and December 31, 2019:

	2020	2019
Charitable gift annuities	$ 72,243	$ 99,515
Charitable remainder unitrusts	460,090	431,210
	$ 532,333	$ 530,725

5. Investments

The market value of the investments at June 30, 2020 and at December 31, 2019 is as follows:

	2020	2019
Cash and cash equivalents	$ 69,516	$ 209,593
Mutual funds	4,702,863	4,862,525
Exchange traded funds	277,368	327,734
	$ 5,049,747	$ 5,399,852

Investment (loss) income is summarized as follows for the six months ended June 30, 2020 and the year ended December 31, 2019:

	2020	2019
Interest and dividend income	$ 53,010	$ 305,705
Realized gain	44,602	26,558
Unrealized (loss) gain	(411,570)	612,046
Investment fees	(12,262)	(24,101)
	$ (326,220)	$ 920,208

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

6. Line of Credit

PPNNE has a $1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (3.25% at June 30, 2020). The line of credit agreement expires on February 15, 2021. Under the terms of the agreement, investments without donor restrictions not to exceed $2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of June 30, 2020 and December 31, 2019.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was not in compliance with this ratio for the six months ended June 30, 2020 and obtained a waiver from the bank.

7. Long-Term Debt

Long-term debt consisted of the following:

	2020	2019
Mortgage note payable to People's United Bank, with monthly installments due of $1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	$ 244,462	$ 249,763
Less current portion	11,195	11,000
Long-term debt, excluding current portion	$ 233,267	$ 238,763

Future maturities of long-term debt are as follows:

2021	$ 11,195
2022	11,763
2023	12,350
2024	12,939
2025	13,612
Thereafter	182,603
	$ 244,462

Cash paid for interest approximates interest expense for the six month period ended June 30, 2020 and the year ended December 31, 2019.

Under the terms of the People's United Bank mortgage note agreement, PPNNE is required to maintain the same debt service coverage ratio as described in Note 6. PPNNE was not in compliance with this covenant for the six months ended June 30, 2020 and obtained a waiver from the bank.

8. Operating Leases

PPNNE rents certain facilities and leases office equipment from third-parties under agreements reflected as operating leases. The total facility rent expense was $690,865 and $1,287,855 for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively. Total equipment lease expense was $13,252 and $35,974 for the six months ended June 30, 2020 and the year ended December 31, 2019, respectively.

Future minimum lease commitments are approximately as follows:

2021	$ 1,112,000
2022	1,009,000
2023	979,000
2024	996,000
2025	999,000
Thereafter	2,074,000
	$ 7,169,000

9. Commitments and Contingencies

Grants and Contracts

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

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the indicant that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and has properly accounted for them in the consolidated financial statements as of June 30, 2020 and December 31, 2019. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2020
(With Comparative Totals for December 31, 2019)

10. Net Assets

Net assets without donor restrictions were as follows at June 30, 2020 and December 31, 2019:

	2020	2019
Undesignated	$ 11,131,123	$ 13,706,619
Board-designated endowment funds	2,900,222	2,900,222
	$ 14,031,345	$ 16,606,841

Net assets with donor restrictions are available for the following purposes:

	2020	2019
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	$ 944,717	$ 944,717
Laura Fund, income restricted	140,872	140,872
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	113,284	113,284
Total funds maintained in perpetuity	1,325,641	1,325,641
Funds maintained with donor restrictions temporary in nature		
Accumulated (loss) earnings on funds maintained in perpetuity	$ (3,364)	$ 119,689
Planned Gifts	532,333	530,725
Laura Fund	432,356	69,422
PPFA grants for various programs	802,201	743,872
Other programs	454,419	391,175
Time restriction	18,881	55,000
Total funds maintained with donor restrictions temporary in nature	2,236,826	1,909,883
Total net assets with donor restrictions	$ 3,562,467	$ 3,235,524

Net assets released from restrictions consisted of the following:

	2020	2019
Operating purpose or time restrictions accomplished		
Planned gifts	$ -	$ 6,693
Laura Fund	46,297	83,155
Cancer Screening Access Fund	6,111	16,753
CAPS Grant	25,675	58,311
Restricted to other programs	633,914	183,459
Time restrictions met	35,000	30,000
	$ 746,997	$ 378,371
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	$ -	$ 843,484

11. Endowments

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

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. The Board of Trustees has adopted a policy to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

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

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

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,322,277	$ 1,322,277
Board-designated endowment funds	2,900,222	-	2,900,222
Total funds	$ 2,900,222	$ 1,322,277	$ 4,222,499

The changes in endowment net assets for the six months ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2019	$ 2,900,222	$ 1,445,330	$ 4,345,552
Investment loss	(227,051)	(123,053)	(350,104)
Transfers from undesignated net assets	227,051	-	227,051
Endowment net assets, June 30, 2020	$ 2,900,222	$ 1,322,277	$ 4,222,499

The endowment net assets composition by type of fund as of December 31, 2019 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,445,330	$ 1,445,330
Board-designated endowment funds	2,900,222	-	2,900,222
Total funds	$ 2,900,222	$ 1,445,330	$ 4,345,552

The changes in endowment net assets for the year ended December 31, 2019 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, December 31, 2018	$ 2,874,333	$ 1,263,576	$ 4,137,909
Investment income	581,315	227,139	808,454
Contributions	25,889	10,446	36,335
Transfers to undesignated net assets	(445,809)	-	(445,809)
Endowment assets appropriated for expenditure	(135,506)	(55,831)	(191,337)
Endowment net assets, December 31, 2019	$ 2,900,222	$ 1,445,330	$ 4,345,552

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature existed in three donor-restricted endowment funds, which together had an original gift value of $1,151,355, a current fair value of $1,144,696, and an accumulated deficiency of $6,659 as of June 30, 2020. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that were deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of December 31, 2019.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs; with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of five percent above the rate of inflation plus costs of managing the investments.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution $98,337 and $191,337 for operating purposes for the six month period ended June 30, 2020 and the year ended December 31, 2019, respectively, which are included in investment income in the consolidated statement of activities and changes in net assets.

12. Fair Value Measurements

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

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

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

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

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

	Fair Value Measurements at June 30, 2020			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 69,516	$ 69,516	$ -	$ -
Mutual funds	4,702,863	4,702,863	-	-
Exchange traded funds	277,368	277,368	-	-
Investments	$ 5,049,747	$ 5,049,747	$ -	$ -
Contributions receivable, net	$ 701,238	$ -	$ -	$ 701,238
Charitable gift annuities	$ 72,243	$ -	$ 72,243	$ -
Charitable remainder unitrusts	460,090	-	460,090	-
Beneficial interest in trusts	$ 532,333	$ -	$ 532,333	$ -

	Fair Value Measurements at December 31, 2019			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 209,593	$ 209,593	$ -	$ -
Mutual funds	4,862,525	4,862,525	-	-
Exchange traded funds	327,734	327,734	-	-
Investments	$ 5,399,852	$ 5,399,852	$ -	$ -
Contributions receivable, net	$ 812,440	$ -	$ -	$ 812,440
Charitable gift annuities	$ 99,515	$ -	$ 99,515	$ -
Charitable remainder unitrusts	431,210	-	431,210	-
Beneficial interest in trusts	$ 530,725	$ -	$ 530,725	$ -

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

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

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

	Contributions Receivable, Net
December 31, 2018	$ 814,203
New pledges	1,140,427
Receipts	(1,142,190)
December 31, 2019	812,440
New pledges	**753,361**
Receipts	**(864,563)**
June 30, 2020	**$ 701,238**

Planned Parenthood®
of Northern New England

Planned Parenthood of Northern New England
Board of Trustees 2020 - 2021

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EDUCATION

1995-1998	Residency in Family Medicine, Oregon Health Sciences University (OHSU), Portland, OR. See below for detail.
1991-1995	Medical Degree, University of North Carolina School of Medicine, Chapel Hill, NC
1986-1990	B.S. Chemistry/B.A. French, Mars Hill College, Mars Hill, NC

EMPLOYMENT

Sept 9, 2013 - present **Medical Director, Planned Parenthood of Northern New England**, Regional Planned Parenthood Affiliate in VT, NH and ME. Duties include:

- Oversight and management of the Medical Services Department
- Clinical quality and risk management for 21 health centers across 3 states, providing sexual and reproductive health care
- Security and compliance oversight
- Strategic planning, new program implementation

Feb 2011-2014 **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines

July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:

- Oversight and evaluation of physician and clinical employees
- Quality and risk management oversight for high-risk services in 12 health centers through 4 states
- Protocol review and oversight
- New clinical program innovation and implementation

July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville, NC. Duties include:

- Starting and running a teaching vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005 **Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice**, Asheville, NC. Activities included:

- Established Family Medicine side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service
- Periodically provided abortions at a partner's private practice

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000 **All Women's Health Center**, Portland and Eugene, OR. Part-time, contractual work in a non-profit reproductive health organization serving low-income women.

1998 - 1999 **Family Practitioner, North Portland Clinic, Providence Health System**, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998 **Family Practice Resident, OHSU**, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging

conferences, teaching, and trouble-shooting

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2013	**Advanced Life Support in Obstetrics (ALSO) Instructor Certification**, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	**Fundamentals of Management Course**, AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	**Semester Abroad, Institute d'Etude Francais**, Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2014-present	Member, Maine Medical Association
2014-present	Member, New Hampshire Medical Society
2014-present	Member, Vermont Medical Society
2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-2014	Member, NC Academy of Family Physicians
2001-5, 2012 –14	Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2017-present	Medical Directors Council of PPFA (MeDC) President
2016	MeDC Representative to ACEC
2006 – present	MeDC member
2010 -- 2016	Member, Medical Advisory Board, AFAXYS
2012 – 2013	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

Kai **Williams**

EDUCATION

Bachelor of Arts
University of Vermont, Burlington, VT; 05401
Graduated 2007
High School Diploma
Brunswick High School, Brunswick, ME, 04011
Graduated 2003

EXPERIENCE

Vice President of Health Center Operations, Planned Parenthood of Northern New England
2015- Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England
2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England
2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont
2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England
2006-2010

- Work as a Healthcare Associate administratively and clinically.
- Train and mentor new staff.
- Facilitate health center flow during surgical schedules.

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

443 Congress St, 3rd floor • Portland, ME • 04101 • **WORK** (207)687-3294 • **CELL** (207)232-1325 • **E-MAIL** kai.williams@ppnne.org

Yvonne Lockerby

784 Hercules Drive, Colchester VT 05446 • (802) 448-9775 • Yvonne.lockerby@ppnne.org

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance.. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, *Colchester, VT* September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, *Essex Jct. VT* January 2009 – September 2010

Account Manager

- Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, *Williston VT* January 2007 – August 2008

District Sales Manager

- Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, *South Burlington VT* September 2003 – December 2006

Sales Development and Customer Service Center Manager

- Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- Served as the primary liaison between client service executives, sales development, and the customer service center
- Created and implemented quality and sales programs utilized in all functional areas

Verizon, *South Burlington VT* December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, *New Britain CT*
A.S. Degree

[redacted]

NICOLE D. CLEGG

EXPERIENCE

Senior Vice President of Public Affairs **11/2013 to present**
Planned Parenthood of Northern New England
Serves as key staff on management team for a three state Planned Parenthood, reporting directly to CEO/President. Manages VP of Public Affairs in NH and Vermont, providing strategic advice and support. Leads a staff of twelve in Maine in a variety of areas including public policy, advocacy at local, state and federal levels, communications, and elections. Spokesperson for the national organization in Maine, handling a variety of issues including crisis communications. Manage and supervise staff charged with grassroots organizing, outreach and education. Responsibilities also include oversight of all public communication for both the 501 c(4) and PAC entities, including board management and member communications and related activities.

Director of Communications **1/2008 to 10/2013**
City of Portland, ME
Served as spokesperson for Maine's largest city responding daily to media inquiries; developed citywide communications protocols and provided media training to leadership team, established and managed city's social networking presence; responsible for developing marketing materials for a variety of city programs from affordable housing initiatives to port operations and economic development; functioned as public information officer during crisis and emergency situations within the city; developed messaging and lobbying strategies in both Augusta and Washington DC. Trained by both the NTSB and FEMA in emergency communications.

Director of Communications **6/2006 to 12/2007**
Public Utilities Commission, Augusta ME
Responsible for all public communications including message development for the PUC; projects range from energy efficiency and promotion of clean energy, to consumer protection and general information for consumers regarding public utilities. Managed $3.2 million marketing contract for Efficiency Maine.

Vice President of Public Affairs **8/2001 to 6/2006**
Family Planning Association of Maine, Augusta ME
Responsible for public policy arm of the organization. Chaired a coalition of more than thirty organizations committed to advancing policies designed to expand access to reproductive health care and sexuality education, promote equality for Mainers regardless of gender or sexual orientation, and protect reproductive freedom. Responsibilities also included all political and public communication for the organization.

Director of Communications **9/2005 to11/2005**
Maine Won't Discriminate
Served as Director of Communications for the Maine Won't Discriminate campaign. Responsible for construction of weekly media plans, pitching stories to local and national press, and developing and implementing campaign's messaging points.

EDUCATION

Smith College, Northampton MA **1992**
Received Bachelors of Arts; double major in economics and government.

Jennifer J. Meyer, CPA, MBA

[redacted] [redacted] [redacted]

PROFESSIONAL SUMMARY

Skilled Financial Leader and Licensed CPA (VT) with experience in private companies, non-profit organizations, and public accounting. Wide range of private accounting experience from financial statement preparation, month-end closing, payroll, cash flow management, and software implementation. Extensive non-profit accounting ranging from IRS filings, budgeting, grant accounting and Board document preparation. Public accounting experience in financial statement audits, hedge fund accounting and governmental accounting. Advanced proficiency with QuickBooks, Microsoft Office Suite, Microsoft Dynamics GP, Management Reporter and related third-party products. Proven ability to exceed expectations and work effectively in a variety of workplace and community environments.

PROFESSIONAL EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND — Colchester, VT
Director of Finance — January 2020 – Present

- Manage financial operations for organization with operating budget of $28 million and seven entities
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensure compliance with 501(c)3 IRS guidelines, grant agreements and other funding requirements
- Navigated financial health and viability of organization through the COVID pandemic
- Oversee the annual budget process, monthly production of financial reporting, and insurance coverage for organization
- Successfully navigated organization through fiscal year end transition and two remote based annual audits

GURU MEDIA SOLUTIONS, LLC — Sausalito, CA
Director of Finance & Operations — April 2018 – January 2020

- Manage all aspects of finance, operations, payroll, culture, human resources and administration
- Streamline systems to produce cohesive, consistent financial reporting
- Implemented internal controls in a services organization with all remote employees
- Implement comprehensive employee benefits and support for a remote workplace
- Successfully managed B Corp certification process to completion

BOYS & GIRLS CLUB OF BURLINGTON — Burlington, VT
Director of Finance & Administration — January 2017 – April 2019

- Perform all accounting and administration functions for organization, ranging from IT, payables, cash management, payroll and budgeting
- Ensure compliance with 501(c)3 IRS and grant reporting guidelines (federal, state & private foundations)
- Compile and present financials for Board of Directors presentation
- Liaison with external audit firm to manage and execute annual audit and preparation of 990

JENNIFER J. MEYER ACCOUNTING SERVICES — Park City, UT
Owner — January 2015 – July 2016

- Worked with small businesses to help manage and gain efficiencies within the daily accounting operations
- Ensured the financial health and viability of small business ventures
- Assisted with human resource tasks such as benefits, payroll and personnel issues

CHILDREN'S MIRACLE NETWORK HOSPITALS — Salt Lake City, UT
Assistant Controller — January 2012-June 2014

- Managed implementation of Microsoft Dynamics GP, Management Reporter and transition to a paperless system
- Managed the administration of the annual budgeting process with revenues of $40 million
- Implemented budgeting software for annual expenses of $40 million reducing the burden of budgeting administration
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensured compliance with 501(c)3 IRS guidelines
- Streamlined month-end closing process from ten days to three business days
- Oversaw and reviewed monthly balance sheet reconciliations to ensure proper accounting practices
- Informally managed and mentored accounting staff of 5 individuals on daily basis
- Responsible for payroll of 130 employees in 26 states and Canada ensuring federal and state payroll regulation compliance

KPMG LLP — Salt Lake City, UT
Audit Associate — September 2010-January 2012
Audit Intern — May 2010-June 2010

- Audited financial statements of hedge funds including Cannell Capital and Pacificor and fund of funds including Lyster Watson
- Performed audit work for the Department of Energy, specifically in the areas of Budget and Payroll and received Encore Recognition for the engagement
- Drafted and prepared financial statements, including cash flow statements and supplementary schedules for clients
- Experience in accounting technical areas including fair value measurements and disclosures, revenue recognition, and deferred income tax provisions
- Researched published guidelines related to various accounting issues, including FASB pronouncements, financial statement and disclosure presentation, industry/market trends, and proposed solutions to managers and partners
- Received highest rank of performance after first year of employment at the top of my peer class
- Highly involved in campus recruiting efforts in Utah and received Encore Recognition for efforts

Kelliher Samets Volk — Burlington, VT
Accounting Manager — September 2005-July 2008

- Managed daily accounting operations of three offices and annual operating expenses of $6 million
- Performed accounts receivable functions with an annual revenue of $7 million
- Monitored and managed daily cash flow with a daily estimated value of $2 million
- Project manager on the successful implementation of a new full suite agency software
- Streamlined month-end closing process by 2 days
- Oversaw year-end audit and compliance with GAAP
- Responsible for payroll processing of 70 employees in 3 states

Essex Chips — Essex Junction, VT
Bookkeeper, Part-time — July 2006-July 2008

- Supervised all financial matters of a 501(c) 3 non-profit organization
- Reported financial statements of organization to the Executive Director and Board Members
- Assisted in ensuring financial viability from present and future funding sources
- Structured QuickBooks to better suit needs of organization

Johnson Controls — Essex Junction, VT
Site Accounting Coordinator — February 2004-August 2005

- Processed accounts receivable and accounts payable invoices
- Performed month-end reconciliations and journal entries
- Monitored financial activities of site to ensure compliance with contract and customer

CERTIFICATION

- Certified Public Accountant licensed in the State of Vermont
  - License #001.0124634 expires on 7/31/2021
  - Passed all four CPA exams on first attempt

EDUCATION

University of Utah — Salt Lake City, UT

- Master of Business Administration with Accounting Emphasis, May 2010
- Chapter President of the National Association of Women MBA's
- Board Fellow for Ten Thousand Villages (local non-profit) for both years in program
- Member of Beta Alpha Psi
- VITA Income Tax Preparation

University of Rhode Island — Kingston, RI

- Bachelor of Science in Business Administration with Accounting Major, May 2003

COMMUNITY

The Schoolhouse, Board Member and Finance Committee Member — South Burlington, VT
Boys & Girls Club of Burlington, Pipeline Fundraising Committee — Burlington, VT

784 Hercules Drive #110
Colchester, VT 05664

802-448-9734
tanya.waters@ppnne.org

Tanya Serota-Winston, APRN, CNM

Professional experience:

2013 – present - Planned Parenthood of Northern New England
Certified Nurse-Midwife

- Provider of direct patient care for sexual and reproductive health including ultrasound, abortion care and gender affirming hormone therapy.
- Work in the role of Director of Clinical Care providing training and supervision to all clinicians employed at Planned Parenthood of Northern New England.
- Work in multidisciplinary teams to develop, implement and revise medical standards and guidelines and clinical initiatives.
- Coordinate and lead continuous quality improvement process efforts through data analysis, project development and planning, systems changes, evaluation and training.

2005 – 2013 Gifford Medical Center Randolph, VT
Certified Nurse-Midwife

- Provider of full-scope inpatient and outpatient women's health care services with a focus on reproductive health.
- Work in collaborative relationships with an extensive group of health care professionals to provide clinical care, develop institutional policies, analyze data and evaluate outcomes.
- Surgical first assistant for cesarean birth.

2004 – 2005 Planned Parenthood of Western Washington
Certified Nurse-Midwife

- Health care team member providing reproductive health care to a diverse group of clients.
- Performed and interpreted on-site ultrasounds.

1999 – 2004 Copley Hospital Morrisville, VT
Registered Nurse

- Worked as an inpatient Registered Nurse in this community based hospital.

Education:

2001 – 2004 Universities of Vermont and Rhode Island

- Master of Science awarded May 2004
- Certificate in Nurse-Midwifery awarded May 2004

1997 – 2001 Norwich University

- Bachelor of Science in Nursing awarded May 2001
- First Assisting for Cesarean Birth at Philadelphia University
- Principles of OB/GYN Ultrasound at Jefferson Medical College
- Completed Implanon/Nexplanon clinical training program

Sarah M. McGinnis

Planned Parenthood of Northern New England **Burlington, Vermont**

Director of Risk-Quality Management & Security *February 2012 to present*

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

Medical Services Associate *August 2010 to January 2012*

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

Supply Chain and Contracts Manager *May 2008 to August 2010*

- Controlled the inventory processes for 27 health centers across three states, representing an annual $2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited **Cork, Ireland**

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator *April '07 to May '08*

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a $3.25M Hilton Hotel project, a $1M Kier Build residential project, and a $1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited **Cork, Ireland**

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects *July '06 to April '07*

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony **Montpelier, Vermont**

(Community-based youth orchestra)

Manager *May '03 to September '05*

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England **Williston, Vermont**

Patient Financial Services Coordinator *1996 - 2003*

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont 1992 Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University 1982-1985 Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

Kathryn B. Laing

Professional experience

Director for Governmental Grants
Planned Parenthood of Northern New England
Colchester, Vermont

Reporting line: Yvonne Lockerby, VP for Centralized Services
Dates: March 2018 - present

Development Manager
Fletcher Free Library
Burlington, Vermont

Reporting line: Mary Danko, Library Director
Dates: March 2014 – to present

Grants & Contracts Manager
Lund Family Center
Burlington & South Burlington, Vermont

Reporting line: Elizabeth Knox, then Director of Development at Lund
Dates of employ: September 2011 – February 2014

Grants Manager
International Center for Tropical Agriculture – CIAT (Spanish acronym), a CGIAR center located in Cali, Colombia

Reporting line: Albin Hubscher, then Deputy Director General for Corporate Services
Dates: July 2005 – June 2009

Various positions between January 1996- June 2005
International Center for Tropical Agriculture – CIAT (Spanish acronym)
Cali, Colombia

Education

- MA in International Relations – Australian National University (ANU), Canberra, Australia.
  Dates: February 2001 – June 2003
- Cambridge Certificate in Teaching English as a Foreign Language to Adults (CTEFLA). UK, 1993
- BA in Psychology & History – Australian National University (ANU), Canberra, Australia
  Dates: 1989 – 1992
- School:
  - Frensham School, Mittagong, Australia – 11-12th grade
  - Colegio Bolívar, Cali, Colombia – K-10th grade

Planned Parenthood® of Northern New England

THE MISSION OF PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND IS TO PROVIDE, PROMOTE, AND PROTECT ACCESS TO REPRODUCTIVE HEALTH CARE AND SEXUALITY EDUCATION SO THAT ALL PEOPLE CAN MAKE VOLUNTARY CHOICES ABOUT THEIR REPRODUCTIVE AND SEXUAL HEALTH.

TITLE: PRESIDENT & CEO

GRADE:
EXEMPT

DESCRIPTION:

The President/CEO is responsible for leading PPNNE and PPNNE Action Fund in fulfilling our mission and maintaining our leadership position in the health care marketplace. S/he reports to the PPNNE Board of Directors and is evaluated annually by the board and staff. The President/CEO is responsible for the day-to-day management and operations of the organization. S/he is responsible for an annual budget of approximately $19 million; manages a paid staff of 200 across Maine, New Hampshire, and Vermont; provides leadership in public policy initiatives; and serves as the organization's chief spokesperson and representative in a variety of settings, including fundraising efforts. The President/CEO works in partnership with the Board of Trustees and Staff to implement our strategic vision in order to reach and serve our target audiences and ensure the financial integrity of PPNNE.

PPNNE operates health centers across Northern New England in Maine (Biddeford, Portland, Sanford, and Topsham), in New Hampshire (Claremont, Derry, Exeter, Keene, Manchester, and West Lebanon), and in Vermont (Barre, Bennington, Brattleboro, Burlington, Hyde Park, Middlebury, Newport, Rutland, St. Albans, St. Johnsbury, and Williston).

Central Administration is located in Burlington, Vermont. External Affairs and additional Administration offices are located in Concord, New Hampshire and Portland, Maine.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The President/CEO's primary responsibilities include, but are not limited to, the following:

Strategic and Operational Leadership: The President/CEO is responsible for leading PPNNE's transition to a new healthcare marketplace.

- Lead the board of directors and staff to further PPNNE's strategic vision and develop priorities that optimize its ability to achieve its mission.
- Lead and manage activities to implement strategic plans, goals, and operating priorities; measure and report goal achievement, evaluate results, and revise strategies as necessary.
- Ensure that PPNNE's operations are consistent with its governing documents, maintain the highest level of medical and service standards, and are true to its mission.
- Leverage technology by supporting efficient methods to reach new audiences.
- Provide effective ongoing communication with staff around agency priorities and goals.
- Ensure that resources are well managed to effectively support current operations and strategic plans.
- Identify needs for organization or policy changes, and manage change processes effectively.
- Maintain focus on long-term effectiveness of PPNNE while ensuring operational excellence in daily activities.
- Identify new and innovative opportunities for PPNNE to make an impact on reproductive health and sexuality education in the region.

Financial Management and Revenue Generation: The President/CEO is responsible for ensuring consistent and sufficient diversified revenue streams to fund PPNNE operations and long-term sustainability.

- Working closely with the CFO, oversee preparation of the annual budget.
- In collaboration with the VP of Development, create a fundraising strategy.
- Assist in finding new funding sources, including individuals and foundations.

- Develop and oversee a strategy that will increase patient fee revenue, from both private and public payers, in the post ACA environment.
- Develop and maintain face-to-face connections with PPNNE major donors through gift solicitations.
- Ensure compliance with multi-state and federal regulators and funders.
- Oversee development of flexible and responsive business models and practices.
- Continually improve PPNNE's business practices.
- Create and manage an annual budget that results in an overall positive cash flow position for the agency throughout the year.

Spokesperson for PPNNE: The President/CEO is responsible for increasing PPNNE's visibility in all of our area communities, and serving as a spokesperson on issues related to our mission. Using a variety of public forums, s/he will work with appropriate staff to:

- Craft a proactive media strategy.
- Promote PPNNE's agenda for reproductive health, sexuality education, and our role in the new health care marketplace.
- Play a leading role in building coalitions and strategic partnerships with key community members.
- Make the case for the Capital Campaign with passion and vision.
- Support the development of new models of education and outreach to engage young women and men as patients, advocates, and future supporters.

Staff Leadership and Development: The President/CEO is responsible for maintaining and enhancing PPNNE's organizational culture.

- Hire and work collaboratively with a highly effective senior management team: VP of Business Operations; CFO; VP of Development; Director of Health Center Operations; Directors of Public Policy; VP of Human Resources; and the Medical Director.
- Foster a work environment that encourages and rewards commitment, productive engagement, and growth.
- Provide effective, ongoing communication with staff around agency priorities and goals, and ensure staff alignment around response to emerging customer needs.
- Use feedback from staff and clients to improve processes and services.
- Provide regular evaluations to senior management to help them develop and enhance their skills.
- Ensure integration among departments.
- Maintain the highest ethical standards and integrity for self and all staff members.
- Develop and implement effective succession planning strategies for senior level positions, including President/CEO position.

Public Policy: The President/CEO works collaboratively with the Directors of Public Affairs in ME, NH, & VT to develop a bold and aggressive public policy and regulatory agenda to promote the interests of PPNNE and its leadership role.

- When possible, represent PPNNE in public policy matters vital to the organization's mission—including in the media and before legislative and administrative bodies.
- Maintain an on-going command of public policy related to health care reform at the local, state, and federal levels.
- Cultivate and maintain professional relationships with key players in executive, legislative, and regulatory branches of state government in each state and at the local and federal levels as appropriate.
- Provide on-going guidance to public policy staff on agency and strategic plan priorities.

PPNNE Culture: The President/CEO actively participates in and models PPNNE core values and Board Policies. S/he will:

- Build a culture of trust and open communication to foster a workplace marked by good will, humor, collegiality, and camaraderie.
- Model creativity and accountability in the workplace.
- Approach problems from a systems perspective.
- Foster collaboration, cohesion, and unity of purpose throughout the organization.
- Participate in authentic conversations with colleagues and customers; develop and strengthen skills in giving and receiving feedback in self and others; adopt the use of feedback as a tool for decision-making and performance evaluations.

PPFA Membership: The President/CEO is responsible for developing a strong relationship with PPFA and providing an information link with national and international issues for staff and board.

- Be an active participant and leader in national forums.

- Develop relationships with key affiliate and national staff.
- Ensure PPNNE's compliance with PPFA's accreditation standards.

Board Relations: In partnership with the Board Chair, The President/CEO will support strategies to ensure that PPNNE attracts, motivates, and retains members of its Board of Directors who effectively fulfill their governance responsibilities and are committed to achieving the affiliate's mission.

- Use time and talents of Board members effectively to advance the mission.
- Provide strong staff support and regular operational and financial data to the Board.
- Ensure regular and clear communication with the Board on a consistent basis.
- Actively support the ongoing work of board committees.

SUPERVISION RECEIVED:

General direction is received from the Board of Directors and specific direction from the board chair.

SUPERVISION EXERCISED:

Direct administration and functional supervision of the Medical Director and Senior Management, and indirect supervision of all PPNNE staff.

QUALIFICATIONS:

* Bachelor's degree in an appropriate discipline, with Master's degree preferred, plus five or more years of relevant non-profit, health program planning and management, and leadership experience, or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired.
* Demonstrated commitment to reproductive rights and an understanding of the range of critical issues at stake today.
* Broad base of knowledge related to health care delivery generally and reproductive healthcare specifically.
* Proven leadership in a service-driven institution, preferably within the healthcare field, and sophisticated understanding of healthcare delivery, payment, and the complexities of healthcare reform.
* Experience in financial planning and prudent management with a similar size budget and complexity.
* Demonstrated excellent program, financial, and personnel management skills.
* Demonstrated excellent advocacy skills and political judgment. Must be capable of building coalitions and strategic partnerships within and across the three-state region, and with a diversity of constituents.
* Demonstrated ability to effectively represent the agency to a broad range of outside constituencies.
* Commitment to a team orientation and willingness to participate in constant and ongoing feedback with colleagues.
* Proven management skills with demonstrated business acumen to ensure sustainable results-oriented business operations. Ability to delegate authority and responsibilities appropriately and be capable of managing a three-state organization with different regulatory and compliance requirements while incorporating client satisfaction into all aspects of operations.
* Demonstrated success and experience in raising money for non-profit organizations and enthusiasm for developing productive relationships with foundations and major donors.
* Outstanding public presentation and writing skills and the capacity to communicate effectively with the media, policy makers, and other stakeholders in an influential and compelling manner.
* Facility with new technology, its use in operations, as well as communications and social media.

Planned Parenthood of Northern New England is an Equal Opportunity Employer. Qualified applicants are considered for employment without regard to age, race, color, religion, gender, national origin, sexual orientation, disability, or veteran status.

_____

Employee Name

_____ _____

Employee Signature Date

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Name of RFP: NH Family Planning

Budget Period: January 1, 2022 - June 30, 2022

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
CEO	*Open Position	$113.57	37.50	$0.00	$110,730.75	$110,730.75	Admin
VP of DEI	*Open Position	$46.15	37.50	$0.00	$45,000.00	$45,000.00	Admin
HR Associate	*Admin - New Position	$23.08	37.50	$0.00	$22,503.00	$22,503.00	Admin
Director of Human Resourc	BC	$50.23	37.50	$0.00	$48,974.25	$48,974.25	Admin
Sr. Rectrmt & Emplm Spcl	JD	$30.05	37.50	$0.00	$29,298.75	$29,298.75	Admin
Assistant Director of HR	AH	$50.63	37.50	$0.00	$49,364.25	$49,364.25	Admin
HR Admin Asst	KM	$18.00	15.00	$0.00	$7,020.00	$7,020.00	Admin
HR Coordinator	KP	$24.00	37.50	$0.00	$23,400.00	$23,400.00	Admin
Accountant - Accts Rcv Cr	BE	$27.00	20.00	$0.00	$14,040.00	$14,040.00	Admin
Accountant - Accts Rcv Cr	AM	$30.79	37.50	$0.00	$30,020.25	$30,020.25	Admin
Senior Accountant	MM	$32.10	37.50	$0.00	$31,297.50	$31,297.50	Admin
Chief Financial Officer	JM	$71.26	37.50	$0.00	$69,474.99	$69,474.99	Admin
Accounting Associate/A.P.	PM	$20.98	37.50	$0.00	$20,455.50	$20,455.50	Admin
Senior Accountant	KP	$36.65	35.00	$0.00	$33,351.50	$33,351.50	Admin
Coordinator of Brd & Exec	AK	$27.13	37.50	$0.00	$26,451.75	$26,451.75	Admin
Adv Prac Clin FL I	JA	$42.84	27.00	$1,627.73	$28,445.95	$30,073.68	Manchester
HCA Site Manager	DA	$36.54	27.50	$1,414.06	$24,712.04	$26,126.10	Manchester
Health Care Associate III	SB	$20.98	27.50	$811.91	$14,188.79	$15,000.70	Manchester
Adv Prac Clinician II	AC	$48.58	20.00	$1,367.27	$23,894.33	$25,261.60	Manchester
Lead HCA	GC	$22.64	27.50	$876.15	$15,311.45	$16,187.60	Manchester
Lead HCA	LC	$21.83	27.50	$844.80	$14,763.65	$15,608.45	Manchester
Health Care Associate III	EDM	$19.77	34.50	$959.83	$16,773.86	$17,733.69	Manchester
Assistant Site Manager	CD	$25.05	27.50	$969.41	$16,941.34	$17,910.75	Manchester
Health Care Associate II	DJB	$19.64	27.50	$760.05	$13,282.55	$14,042.60	Manchester
Lead HCA	HJ	$22.64	27.50	$876.15	$15,311.45	$16,187.60	Manchester
Health Care Associate III	DL	$21.83	27.50	$844.80	$14,763.65	$15,608.45	Manchester
Health Care Associate I	EL	$16.57	25.50	$666.38	$11,645.53	$12,311.91	Manchester
Health Care Associate I	JM	$18.25	27.50	$706.26	$12,342.49	$13,048.75	Manchester
Health Care Associate II	LO	$16.87	27.50	$730.25	$12,761.80	$13,492.05	Manchester
Adv Prac Clin FL I	ER	$42.84	20.00	$1,205.72	$21,071.08	$22,276.80	Manchester
Adv Prac Clinician I	KR	$42.84	24.00	$1,446.87	$25,285.29	$26,732.16	Manchester
Health Care Associate II	SW	$19.25	27.50	$744.96	$13,018.79	$13,763.75	Manchester
Adv Prac Clinician I	VACANT	$44.00	30.00	$1,857.56	$32,462.44	$34,320.00	Manchester
Adv Prac Clinician II	RA	$49.55	30.00	$2,091.86	$36,557.14	$38,649.00	Keene
Lead HCA	AF	$22.20	34.50	$1,077.80	$18,835.60	$19,913.40	Keene
Health Care Associate II	LJ	$19.25	34.50	$934.58	$16,332.67	$17,267.25	Keene
Assistant Site Manager	ML	$23.61	19.50	$647.89	$11,322.38	$11,970.27	Keene
Health Care Associate III	JR	$19.38	34.50	$940.89	$16,442.97	$17,383.86	Keene
Adv Prac Clinician I	HW	$47.30	27.00	$1,797.19	$31,407.41	$33,204.60	Keene
Adv Prac Clin FL I	MW	$44.57	22.00	$1,379.85	$24,114.19	$25,494.04	Keene
Health Care Associate I	VACANT	$17.50	32.00	$788.05	$13,771.95	$14,560.00	Keene
Regional Site Manager	MB	$30.00	19.50	$823.23	$14,386.77	$15,210.00	Keene
Assistant Site Manager	ML	$23.61	15.00	$498.37	$8,709.53	$9,207.90	Claremont
Regional Site Manager	MB	$30.00	15.00	$633.26	$11,066.74	$11,700.00	Claremont
Health Care Associate II	JD	$16.87	30.00	$796.64	$13,921.96	$14,718.60	Claremont
Adv Prac Clinician III	WM	$56.77	22.00	$1,757.56	$30,714.88	$32,472.44	Claremont
Health Care Associate I	VACANT	$17.50	22.00	$541.79	$9,468.21	$10,010.00	Claremont
Health Care Associate I	VACANT	$17.50	37.50	$923.50	$16,139.00	$17,062.50	Claremont
Adv Prac Clinician I	KR	$42.84	8.00	$482.29	$8,428.43	$8,910.72	Derry
HCA Site Manager	ND	$30.00	37.50	$1,586.31	$27,722.19	$29,308.50	Derry
Lead HCA	AD	$21.78	37.50	$1,148.31	$20,067.69	$21,216.00	Derry
Adv Prac Clinician II	AH	$50.54	32.00	$2,275.90	$39,773.38	$42,049.28	Derry
Health Care Associate I	MH	$17.50	37.50	$923.50	$16,139.00	$17,062.50	Derry
Health Care Associate III	LP	$19.77	37.50	$1,043.29	$18,232.46	$19,275.75	Derry
Health Care Associate III	LQ	$22.72	8.00	$255.78	$4,469.98	$4,725.76	Derry
Health Care Associate I	CB	$18.57	30.00	$783.97	$13,700.63	$14,484.60	Exeter
HCA Site Manager Non Xmp	AB	$29.25	37.50	$1,543.57	$26,975.18	$28,518.75	Exeter
Health Care Associate I	MS	$18.57	30.00	$783.97	$13,700.63	$14,484.60	Exeter
Adv Prac Clin FL I	VACANT	$44.00	30.00	$1,857.56	$32,462.44	$34,320.00	Exeter
Adv Prac Clinician II	KT	$51.55	30.00	$2,176.30	$38,032.70	$40,209.00	Exeter
Health Care Associate II	NW	$18.87	30.00	$796.64	$13,921.96	$14,718.60	Exeter
Total Salaries by Source				$50,000.00	$1,435,177.05	$1,485,177.05	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services
COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Name of RFP: NH Family Planning

Budget Period: July 1, 2022 - June 30, 2023

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
CEO	*Open Position	$118.11	37.50	$0.00	$230,319.96	$230,319.96	Admin
VP of DEI	*Open Position	$48.00	37.50	$0.00	$93,600.00	$93,600.00	Admin
HR Associate	*Admin - New Position	$24.00	37.50	$0.00	$46,806.24	$46,806.24	Admin
Director of Human Resourc	BC	$52.24	37.50	$0.00	$101,866.44	$101,866.44	Admin
Sr. Recrmnt & Emplm Spcl	JO	$31.25	37.50	$0.00	$60,941.40	$60,941.40	Admin
Assistant Director of HR	AH	$52.66	37.50	$0.00	$102,677.64	$102,677.64	Admin
HR Admin Asst	KM	$18.72	15.00	$0.00	$14,601.60	$14,601.60	Admin
HR Coordinator	KP	$24.96	37.50	$0.00	$48,672.00	$48,672.00	Admin
Accountant - Accts Rcv Gr	BE	$28.08	20.00	$0.00	$29,203.20	$29,203.20	Admin
Accountant - Accts Rcv Gr	AM	$32.02	37.50	$0.00	$62,442.12	$62,442.12	Admin
Senior Accountant	MM	$33.38	37.50	$0.00	$65,098.80	$65,098.80	Admin
Chief Financial Officer	JM	$74.11	37.50	$0.00	$144,507.98	$144,507.98	Admin
Accounting Associate/A.P.	PM	$21.82	37.50	$0.00	$42,547.44	$42,547.44	Admin
Senior Accountant	KP	$38.12	35.00	$0.00	$69,371.12	$69,371.12	Admin
Coordinator of Brd & Exec	AK	$28.22	37.50	$0.00	$55,019.64	$55,019.64	Admin
Adv Prac Clin FL I	JA	$44.55	27.00	$1,627.73	$60,925.53	$62,553.25	Manchester
HCA Site Manager	DA	$38.00	27.50	$1,414.06	$52,928.22	$54,342.29	Manchester
Health Care Associate III	SB	$21.82	27.50	$811.91	$30,389.55	$31,201.46	Manchester
Adv Prac Clinician II	AC	$50.52	20.00	$1,367.27	$51,176.85	$52,544.13	Manchester
Lead HCA	GC	$23.55	27.50	$876.15	$32,794.06	$33,670.21	Manchester
Lead HCA	LC	$22.70	27.50	$844.80	$31,620.78	$32,465.58	Manchester
Health Care Associate III	EDM	$20.56	34.50	$959.83	$35,926.25	$36,886.08	Manchester
Assistant Site Manager	CD	$26.05	27.50	$969.41	$36,284.95	$37,254.36	Manchester
Health Care Associate II	DJB	$20.43	27.50	$760.05	$28,448.56	$29,208.61	Manchester
Lead HCA	HJ	$23.55	27.50	$876.15	$32,794.06	$33,670.21	Manchester
Health Care Associate III	DL	$22.70	27.50	$844.80	$31,620.78	$32,465.58	Manchester
Health Care Associate I	EL	$19.31	25.50	$666.38	$24,942.40	$25,608.77	Manchester
Health Care Associate I	JM	$18.98	27.50	$706.26	$26,435.14	$27,141.40	Manchester
Health Care Associate II	LO	$19.62	27.50	$730.25	$27,333.21	$28,063.46	Manchester
Adv Prac Clin FL I	ER	$44.55	20.00	$1,205.72	$45,130.02	$46,335.74	Manchester
Adv Prac Clinician I	KR	$44.55	24.00	$1,446.87	$54,156.03	$55,602.89	Manchester
Health Care Associate II	SW	$20.02	27.50	$744.96	$27,883.64	$28,628.60	Manchester
Adv Prac Clinician I	VACANT	$45.76	30.00	$1,857.56	$69,528.04	$71,385.60	Manchester
Adv Prac Clinician II	RA	$51.53	30.00	$2,091.86	$78,298.06	$80,389.92	Keene
Lead HCA	AF	$23.09	34.50	$1,077.80	$40,342.07	$41,419.87	Keene
Health Care Associate II	LJ	$20.02	34.50	$934.58	$34,981.30	$35,915.88	Keene
Assistant Site Manager	ML	$24.55	19.50	$647.89	$24,250.28	$24,898.16	Keene
Health Care Associate III	JR	$20.18	34.50	$940.89	$35,217.53	$36,158.43	Keene
Adv Prac Clinician I	HW	$49.19	27.00	$1,797.19	$67,268.38	$69,065.57	Keene
Adv Prac Clin FL I	MW	$46.35	22.00	$1,379.85	$51,647.75	$53,027.60	Keene
Health Care Associate I	VACANT	$18.20	32.00	$788.05	$29,496.75	$30,284.80	Keene
Regional Site Manager	MB	$31.20	19.50	$823.23	$30,813.57	$31,636.80	Keene
Assistant Site Manager	ML	$24.55	15.00	$498.37	$18,654.06	$19,152.43	Claremont
Regional Site Manager	MB	$31.20	15.00	$633.26	$23,702.74	$24,336.00	Claremont
Health Care Associate II	JD	$19.62	30.00	$796.64	$29,818.05	$30,614.69	Claremont
Adv Prac Clinician III	WM	$59.04	22.00	$1,757.56	$65,785.12	$67,542.68	Claremont
Health Care Associate I	VACANT	$18.20	22.00	$541.79	$20,279.01	$20,820.80	Claremont
Health Care Associate I	VACANT	$18.20	37.50	$923.50	$34,566.50	$35,490.00	Claremont
Adv Prac Clinician I	KR	$44.55	8.00	$482.29	$18,052.01	$18,534.30	Derry
HCA Site Manager	ND	$31.26	37.50	$1,586.31	$59,375.37	$60,961.68	Derry
Lead HCA	AD	$22.63	37.50	$1,148.31	$42,980.97	$44,129.28	Derry
Adv Prac Clinician II	AH	$52.66	32.00	$2,275.90	$85,186.60	$87,462.50	Derry
Health Care Associate I	MH	$18.20	37.50	$923.50	$34,566.50	$35,490.00	Derry
Health Care Associate III	LP	$20.56	37.50	$1,043.29	$39,050.27	$40,093.56	Derry
Health Care Associate III	LO	$23.63	8.00	$255.78	$9,573.80	$9,829.58	Derry
Health Care Associate I	CB	$19.31	30.00	$783.97	$29,343.99	$30,127.97	Exeter
HCA Site Manager Non Xmpt	AB	$30.42	37.50	$1,543.57	$57,775.43	$59,319.00	Exeter
Health Care Associate I	MS	$19.31	30.00	$783.97	$29,343.99	$30,127.97	Exeter
Adv Prac Clin FL I	VACANT	$45.76	30.00	$1,857.56	$69,528.04	$71,385.60	Exeter
Adv Prac Clinician II	KT	$53.61	30.00	$2,176.30	$81,458.42	$83,634.72	Exeter
Health Care Associate II	NW	$19.62	30.00	$796.64	$29,818.05	$30,614.69	Exeter
Total Salaries by Source				$50,000.00	$3,039,168.26	$3,089,168.26	

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Planned Parenthood of Northern New England

Name of RFP: NH Family Planning

Budget Period: July 1, 2023 - December 31, 2023

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
CEO	*Open Position	$122.84	37.50	$0.00	$119,766.38	$119,766.38	Admin
VP of DEI	*Open Position	$49.92	37.50	$0.00	$48,672.00	$48,672.00	Admin
HR Associate	*Admin - New Position	$24.96	37.50	$0.00	$24,339.24	$24,339.24	Admin
Director of Human Resourc	BC	$54.33	37.50	$0.00	$52,970.55	$52,970.55	Admin
Sr. Rectmnt & Emplm Spcl	JD	$32.50	37.50	$0.00	$31,689.53	$31,689.53	Admin
Assistant Director of HR	AH	$54.76	37.50	$0.00	$53,392.37	$53,392.37	Admin
HR Admin Asst	KM	$19.47	15.00	$0.00	$7,592.83	$7,592.83	Admin
HR Coordinator	KP	$25.96	37.50	$0.00	$25,309.44	$25,309.44	Admin
Accountant - Accts Rev Gr	BE	$29.20	20.00	$0.00	$15,185.66	$15,185.66	Admin
Accountant - Accts Rev Gr	AM	$33.30	37.50	$0.00	$32,469.90	$32,469.90	Admin
Senior Accountant	MM	$34.72	37.50	$0.00	$33,851.38	$33,851.38	Admin
Chief Financial Officer	JM	$77.07	37.50	$0.00	$75,144.15	$75,144.15	Admin
Accounting Associate/A.P.	PM	$22.69	37.50	$0.00	$22,124.67	$22,124.67	Admin
Senior Accountant	KP	$39.64	36.00	$0.00	$36,072.98	$36,072.98	Admin
Coordinator of Brd & Exec	AK	$29.34	37.50	$0.00	$28,610.21	$28,610.21	Admin
Adv Prac Clin FL I	JA	$46.34	27.00	$813.86	$31,713.83	$32,527.69	Manchester
HCA Site Manager	DA	$30.52	27.50	$707.03	$27,550.96	$28,257.99	Manchester
Health Care Associate III	SB	$22.69	27.50	$405.95	$15,818.80	$16,224.76	Manchester
Adv Prac Clinician II	AC	$52.54	20.00	$683.64	$26,639.31	$27,322.95	Manchester
Lead HCA	GC	$24.49	27.50	$438.07	$17,070.43	$17,508.51	Manchester
Lead HCA	LC	$23.61	27.50	$422.40	$16,459.70	$16,882.10	Manchester
Health Care Associate III	EDM	$21.38	34.50	$479.91	$18,700.84	$19,180.76	Manchester
Assistant Site Manager	CD	$27.09	27.50	$484.71	$18,887.56	$19,372.27	Manchester
Health Care Associate II	DJB	$21.24	27.50	$380.02	$14,808.45	$15,188.48	Manchester
Lead HCA	HJ	$24.49	27.50	$438.07	$17,070.43	$17,508.51	Manchester
Health Care Associate III	DL	$23.61	27.50	$422.40	$16,459.70	$16,882.10	Manchester
Health Care Associate I	EL	$20.09	25.50	$333.19	$12,983.37	$13,316.56	Manchester
Health Care Associate I	JM	$19.74	27.50	$353.13	$13,760.40	$14,113.53	Manchester
Health Care Associate II	LO	$20.41	27.50	$365.13	$14,227.88	$14,593.00	Manchester
Adv Prac Clin FL I	ER	$46.34	20.00	$602.86	$23,491.73	$24,094.59	Manchester
Adv Prac Clinician I	KR	$46.34	24.00	$723.43	$28,190.07	$28,913.50	Manchester
Health Care Associate II	SW	$20.82	27.50	$372.48	$14,514.39	$14,886.87	Manchester
Adv Prac Clinician I	VACANT	$47.59	30.00	$928.78	$36,191.73	$37,120.51	Manchester
Adv Prac Clinician II	RA	$53.59	30.00	$1,045.93	$40,756.83	$41,802.76	Keene
Lead HCA	AF	$24.01	34.50	$538.90	$20,999.43	$21,538.33	Keene
Health Care Associate II	LJ	$20.82	34.50	$467.29	$18,208.97	$18,676.26	Keene
Assistant Site Manager	ML	$25.54	19.50	$323.94	$12,623.10	$12,947.04	Keene
Health Care Associate III	JR	$20.96	34.50	$470.45	$18,331.94	$18,802.38	Keene
Adv Prac Clinician I	HW	$51.16	27.00	$898.59	$35,015.50	$35,914.10	Keene
Adv Prac Clin FL I	MW	$48.21	22.00	$689.93	$26,884.43	$27,574.35	Keene
Health Care Associate I	VACANT	$18.93	32.00	$394.03	$15,354.07	$15,748.10	Keene
Regional Site Manager	MB	$32.45	19.50	$411.62	$16,039.52	$16,451.14	Keene
Assistant Site Manager	ML	$25.54	15.00	$249.19	$9,710.08	$9,959.26	Claremont
Regional Site Manager	MB	$32.45	15.00	$316.63	$12,338.09	$12,654.72	Claremont
Health Care Associate II	JD	$20.41	30.00	$398.32	$15,521.32	$15,919.64	Claremont
Adv Prac Clinician III	WM	$61.40	22.00	$878.78	$34,243.41	$35,122.19	Claremont
Health Care Associate I	VACANT	$18.93	22.00	$270.89	$10,555.92	$10,826.82	Claremont
Health Care Associate I	VACANT	$18.93	37.50	$461.75	$17,993.05	$18,454.80	Claremont
Adv Prac Clinician I	KR	$46.34	8.00	$241.14	$9,396.69	$9,637.83	Derry
HCA Site Manager	ND	$32.51	37.50	$793.16	$30,906.92	$31,700.07	Derry
Lead HCA	AD	$23.54	37.50	$574.15	$22,373.07	$22,947.23	Derry
Adv Prac Clinician II	AH	$54.66	32.00	$1,137.95	$44,342.55	$45,480.50	Derry
Health Care Associate I	MH	$18.93	37.50	$461.75	$17,993.05	$18,454.80	Derry
Health Care Associate III	LP	$21.38	37.50	$521.65	$20,327.01	$20,848.65	Derry
Health Care Associate III	LQ	$24.57	8.00	$127.89	$4,983.49	$5,111.38	Derry
Health Care Associate I	CB	$20.09	30.00	$391.99	$15,274.56	$15,666.54	Exeter
HCA Site Manager Non Xmpt	AB	$31.64	37.50	$771.78	$30,074.10	$30,845.88	Exeter
Health Care Associate I	MS	$20.09	30.00	$391.99	$15,274.56	$15,666.54	Exeter
Adv Prac Clin FL I	VACANT	$47.59	30.00	$928.78	$36,191.73	$37,120.51	Exeter
Adv Prac Clinician II	KT	$55.76	30.00	$1,088.15	$42,401.91	$43,490.05	Exeter
Health Care Associate II	NW	$20.41	30.00	$398.32	$15,521.32	$15,919.64	Exeter
Total Salaries by Source				$25,000.00	$1,581,367.50	$1,606,367.50	