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

Lori A. Shibley  
 Commissioner

Patricia M. Tilley  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301  
 603-271-4501 1-800-852-3345 Ext. 4501  
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 www.dhhs.nh.gov

July 14, 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 a contract with Concord Feminist Health Center d/b/a Equality Health Center (VC#257562), Concord, NH, in the amount of \$463,164 to provide family planning health care services to individuals throughout the state with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through December 31, 2023. 63.65% Federal Funds. 35.35% General Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Serv.	90080017	\$22,070
2023	102-500731	Contracts for Prog Serv.	90080206	\$123,034
2024	102-500731	Contracts for Prog Serv.	90080206	\$67,109
			<b>Subtotal</b>	<b>\$212,213</b>

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Rel	45030203	\$53,443
2024	074-500589	Grants for Pub Asst and Rel	45030203	\$29,151
			<b>Subtotal</b>	<b>\$82,594</b>

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Serv.	90080207	\$108,937
2024	102-500731	Contracts for Prog Serv.	90080207	\$59,420
			<b>Subtotal</b>	<b>\$168,357</b>
			<b>Total</b>	<b>\$463,164</b>

**EXPLANATION**

The purpose of this request is provide family planning clinical services, STI and HIV counseling and testing, cancer screening, and health education materials for low-income individuals in need of sexual and reproductive health care services. 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 975 individuals will be served from August 1, 2022, through December 31, 2023.

This contract includes the language required by Chapter 91, Laws of 2021 in section Exhibit A. The Department reviewed the financial records and expenditure of funds awarded for the SFY 2020 family planning contract with Concord Feminist Health Center d/b/a Equality Health Center and certified in writing to the Council that no funds were used to subsidize abortion either directly or indirectly on October 1, 2021. No funds have been subsequently awarded to this vendor. Upon the award and expenditure of additional funds to this reproductive health care facility, the Department will conduct a review of financial records and provide certification to the Governor and Council prior to the end of the fiscal year.

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 Equality Health Center to ensure access to affordable reproductive health care is available in all areas of the State. Family Planning services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Individuals with lower levels of education and income, uninsured, underinsured, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

The Contractor will provide family planning and reproductive health services to individuals in need, with a heightened focus on vulnerable and low-income populations including, but not limited to the uninsured; underinsured; individuals who are eligible 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 Contractor 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.

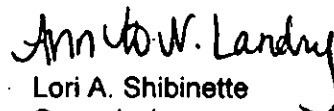
The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 8, 2021 through November 4, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. 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 FPHPA006511 and CFDA #93.558, FAIN 1801NHTANF and General Funds.

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

FOR

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

Project ID # **RFP-2022-DPHS-17-REPRO**

Project Title **Reproductive and Sexual Health Services**

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

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

- Program Specialist IV
- Administrator III
- Health Promotion Advisor

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

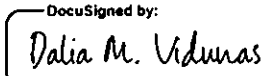
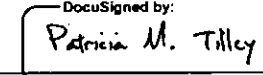
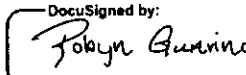
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 12/31/2023	1.8 Price Limitation \$463,164
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 7/18/2022		1.12 Name and Title of Contractor Signatory Dalia M. Vidunas Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 7/18/2022		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) DocuSigned by: By:  On: 7/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 7/18/2022

**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.

Contractor Initials <sup>DS</sup> DMV  
Date 7/18/2022

**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 omissions of the

Contractor Initials

DMV

Date

7/18/2022

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.



**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

<sup>DS</sup>  
DMV

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

**EXHIBIT A**

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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.

<sup>DS</sup>  
DMV

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

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**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 653 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 Infections (STI) and Human Immunodeficiency Virus (HIV) testing.
  - 2.3.3. STI 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 March 31, 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 August 1, 2022 until their EMR is fully integrated, but no later than the March 31, 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 STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STI Treatment Guidelines in Attachment 2, New Hampshire Title X Family Planning Clinical Services Guidelines.
- 2.11.9. The Contractor shall provide sterilization counseling and referral services to individuals seeking sterilization services.

**2.12. Health Education and Outreach**

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

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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 infections (STI).
  - 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 I&E Committee 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/ Advisory Board meet two (2) times per year at a minimum.

2.12.8.2. Health education and information materials are reviewed by the I&E Committee in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

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 (Attachment 3) 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 staff providing STI and HIV counseling are trained utilizing CDC models or tools.
- 2.15.5. The Contractor shall ensure all family planning clinical staff participate in the yearly STI 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:
  - 2.15.5.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
  - 2.15.5.2. 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.
  - 2.15.5.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
- 2.15.6. 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 have at least one (1) LARC method available, at each clinic location site, for insertion for any family planning client who requests a LARC method of contraception.
  - 2.16.4. 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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- 2.16.4.1. 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.
- 2.16.4.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.
- 2.16.4.3. 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.
- 2.16.4.4. 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.
- 2.16.5. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:
  - 2.16.5.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.
  - 2.16.5.1.2. A critical position is vacant for more than thirty (30) days; and
  - 2.16.5.1.3. There is not adequate staffing available to perform required services for more than thirty (30) days.
  - 2.16.5.1.4. 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 upon Governor and Executive Council approval. Collecting FPAR 2.0 data is required on August 1, 2022 or following G&C approval. (See Attachment 6, FPAR Data Elements).

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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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 63.65% Federal Funding from the Family Planning Services Grants, as awarded on March 23, 2022, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006511 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 1801NHTANF.
  - 1.2. 35.35% 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, in Exhibits C-1, Budget through Exhibit C-5, Budget. Final budgets, staffing list, and budget narratives are due to the Department within 30 days of Governor and Executive Council approval.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
  - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.

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- 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 5.5. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 5.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 5.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov)
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
  7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
  8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
  9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
  10. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B. Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.
  11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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13. Audits

- 13.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 13.6. The Contractor shall allow the Department to conduct financial audits on an annual basis, or upon request by the Department, to ensure compliance with the funding requirements of this Agreement. The Contractor shall make available documentation and staff as necessary to conduct such audits, including but not limited to policy and procedure manuals, financial records and reports, and discussions with management and finance staff.

Exhibit C-1, Family Planning Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Equality Health Center</u> Budget Request for: <u>Family Planning (RFP-2022-DPHS-17-REPRO-03)</u> Budget Period <u>G&amp;C Approval -June 30, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$85,397
2. Fringe Benefits	\$10,248
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$26,100
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$2,000
5.(c) Supplies - Pharmacy	\$33,476
5.(d) Supplies - Medical	\$2,000
5.(e) Supplies Office	\$2,500
6. Travel	\$1,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$15,000
8. (b) Other - Education and Training	\$3,000
8. (c) Other - Other (specify below)	
<i>Supplies - Outreach</i>	\$2,500
<i>Telephone</i>	\$1,250
<i>Subscriptions</i>	\$500
<i>Insurance</i>	\$3,500
<i>Software</i>	\$40,000
<i>Translation Services</i>	\$2,000
<i>Licenses</i>	\$1,500
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$231,971</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$231,971</b>

Exhibit C-2, Family Planning Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Equality Health Center</u> Budget Request for: <u>Family Planning (RFP-2022-DPHS-17-REPRO-03)</u> Budget Period <u>July 1, 2023-December 31, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$85,374
2. Fringe Benefits	\$10,245
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$500
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$25,560
5.(e) Supplies Office	\$500
6. Travel	\$100
7. Software	\$0
8. (a) Other - Marketing/Communications	\$500
8. (b) Other - Education and Training	\$1,000
8. (c) Other - Other (specify below)	
Supplies - Outreach	\$500
Telephone	\$0
Subscriptions	\$500
Insurance	\$1,500
Software	
Translation Services	\$250
Licenses	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$126,529</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$126,529</b>

Exhibit C-3, TANF Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Equality Health Center</u> Budget Request for: <u>Family Planning (RFP-2022-DPHS-17-REPRO-03)</u> Budget Period <u>G&amp;C Approval-June 30, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$53,442
2. Fringe Benefits	\$1
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Supplies - Outreach</i>	\$0
<i>Telephone</i>	\$0
<i>Subscriptions</i>	\$0
<i>Insurance</i>	\$0
<i>Software</i>	\$0
<i>Translation Services</i>	\$0
<i>Licenses</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$53,443</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$53,443</b>

Exhibit C-4, TANF Budget

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Equality Health Center</u> Budget Request for: <u>Family Planning (RFP-2022-DPHS-17-REPRO-03)</u> Budget Period <u>July 1, 2023 - December 31, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$29,150
2. Fringe Benefits	\$1
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Supplies - Outreach	\$0
Telephone	\$0
Subscriptions	\$0
Insurance	\$0
Software	\$0
Translation Services	\$0
Licenses	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$29,151</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$29,151</b>

Exhibit C-5, FPAR Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Equality Health Center</u> Budget Request for: <u>Family Planning (RFP-2022-DPHS-17-REPRO-03)</u> Budget Period <u>August 1, 2023- March 31, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$4,070
2. Fringe Benefits	\$500
3. Consultants	\$14,000
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$3,500
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Supplies - Outreach	\$0
Telephone	\$0
Subscriptions	\$0
Insurance	\$0
Software	\$0
Translation Services	\$0
Licenses	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$22,070</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$22,070</b>

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement; or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

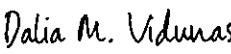
Place of Performance (street address, city, county, state, zip code) (list each location)

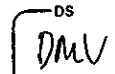
Check  if there are workplaces on file that are not identified here.

Vendor Name: Equality Health Center

7/18/2022

Date

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

Vendor Initials   
 Date 7/18/2022





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:

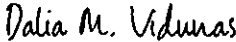
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


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

Vendor Name: Equality Health Center

7/18/2022

Date

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

Vendor Initials   
 Date 7/18/2022

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



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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DMV



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

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

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

**PRIMARY COVERED TRANSACTIONS**

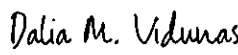
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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


**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Equality Health Center

7/18/2022  
Date

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

DS  
  
 Contractor Initials  
 Date 7/18/2022



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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DMV

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Equality Health Center

7/18/2022

Date

DocuSigned by:  
*Dalia M. Vidunas*  
Name: Dalia M. Vidunas  
Title: Executive Director

Exhibit G

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

DS  
DMV

Contractor Initials



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Equality Health Center

7/18/2022

Date

DocuSigned by:

*Dalia M. Vidunas*

Name: Dalia M. Vidunas

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) **Definitions.**

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



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

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





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

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

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

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

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

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

## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

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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 by:

Name of the Contractor

Patricia M. Tilley

Dalia M. Vidunas

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Dalia M. Vidunas

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

Executive Director

Title of Authorized Representative

7/18/2022

7/18/2022

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 (UEI #)
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.

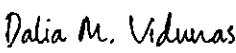
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

7/18/2022

Date

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



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Exhibit J

FORM A

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

1. The UEI (SAM.gov) 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

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DHHS Information Security Requirements



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

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

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

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

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



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DHHS Information Security Requirements



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

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

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

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

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DHHS Information Security Requirements



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

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

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

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

**A. Retention**

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

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Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

<p><b>TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES</b></p> <p>Section: <b>Maternal &amp; Child Health</b> Sub Section(s): <b>Family Planning Program</b> Version: 1.0</p> <p>Effective Date: [July 1, 2022] Next Review Date: [July 1, 2023]</p>
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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 family planning services including a broad range of medically approved services, which includes FDA-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services either on-site or by referral (a prescription to the client for their method of choice or referrals to another provider, as requested) (42 CFR 59.5(a)(1)). For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the

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client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services (42 CFR 59.2).

### **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 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*

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*variation in quality of services because of the inability to pay.*

### **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. Sub-recipients may not require written consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services. Sub-recipients, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities, and must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

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

Under certain conditions where confidentiality is restricted to limited members of a minor's family (e.g., there is parental disagreement regarding the minor's use of family planning services), the charge must be based solely on the minor's income if the minor client's confidentiality could be breached in seeking the full charge. It is not allowable for 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.

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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-recipients 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).

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- 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.
- 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 Title X Family Program, 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 10 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 in-person in a Title X service site or via telehealth) 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

- \* Blood Pressure Reading
- \* HIV/STI Testing

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- |                                |                            |
|--------------------------------|----------------------------|
| * Rectal Examination           | * Sterilization            |
| * Testicular Examination       | * Infertility Treatment    |
| * Hemoglobin or Hematocrit     | * Preconception Counseling |
| * Pregnancy options counseling |                            |

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

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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 client's needs are, and are indicated in the notes within the client's medical chart.
- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented Title X required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-exam (TSE) education, etc.). According to the Title X legislative mandates and conditions in the NOA, Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each client's needs are, and are indicated in the notes within the client's medical chart.
- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms), has a partner who is at risk for pregnancy, 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

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education (i.e., condoms), has a partner who is at risk for pregnancy 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.

- A client who relies on their 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-recipients 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 are at risk for pregnancy, 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.

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

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

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

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes  $\leq 100\%$  of the FPL, and a discount schedule for clients with family incomes  $>101\%$  and  $\leq 250\%$  of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.
2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.
3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the-counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive

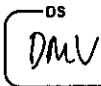
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## ATTACHMENT 1

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 (internal and external), 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.

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

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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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ATTACHMENT 2

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, 2021**

<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, June 2021>

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: 6/16/21

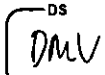
Haley Johnston, MPH  
Family Planning Program Manager  
DHHS/DPHS

  
Approved: \_\_\_\_\_ Date: 6/15/21

Dr. Amy Paris, MD, MS.  
NH Family Planning Medical Consultant

We agree to follow these guidelines effective July 1, 2021 as minimum required clinical services for family planning.

Sub-Grantee Agency Name:  
\_\_\_\_\_

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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  $\geq 25$  years of age;
- Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
- Sexually transmitted disease diagnosis and treatment;
- Provision and follow up of referrals as needed to address medical and social services needs.

2. Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or

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

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

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

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

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

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

American Society of Colposcopy and Cervical Pathology (ASCCP)

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

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

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

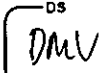
4. **Assurance of confidentiality must be included for all sessions where services are provided.**
  - Mandated Reporting: as a mandated reporter, the legal requirement to report suspected child abuse or neglect supersedes any professional duty to keep information about clients confidential.  
<https://www.dhhs.nh.gov/dphs/holu/documents/reporting-abuse.pdf>
  - 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 (Reproductive Health National Training Center): all family planning clinical staff must complete and maintain a training certificate on file. <https://rhntc.org/resources/introduction-reproductive-anatomy-and-physiology-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://rhntc.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.**

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

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:

a) Medical history

For women:

- Menstrual history
- Gynecologic and obstetric history
- Contraceptive use including condom use
- Allergies
- Recent intercourse
- 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)

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3. Work with the client interactively to select the most suitable contraceptive method (Appendix A). Use a patient-centered decision-making approach in which the provider reviews medically appropriate methods in the context of the client's priorities.
  - a) Ensure that the client understands:
    - Method effectiveness
    - Correct use of the method
    - Non-contraceptive benefits
    - Side effects
    - Protection from 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](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

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- 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**

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**accordance with CDC's recommendations to improve preconception health and health care.**

1. For women:

- a) Counsel on the need to take a daily supplement containing folic acid
- b) Discussion of reproductive life plan.
- c) Sexual health assessment screening 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
- 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.

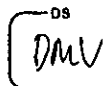
**B. Sterilization Services**

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](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. 21<sup>st</sup> Revised Edition. <http://www.contraceptivetechnology.org/the-book/>
- Managing Contraceptive Pill Patients, Richard P. Dickey.
- Emergency Contraception: <https://www.acog.org/patient-resources/faqs/contraception/emergency-contraception>
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

## Preventative Care

- US Preventive Services Task Force (USPSTF) <http://www.uspreventiveservicestaskforce.org>
  - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014. <http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html>
- “Cervical cancer screening and prevention,” ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention>
- American Society for Colposcopy and Cervical Pathology (ASCCP) <http://www.asccp.org>
  - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors. 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27
  - **Mobile app: Abnormal pap management**  
<https://www.asccp.org/mobile-app>

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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, 4<sup>th</sup> Edition. [https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4\\_Introduction.pdf](https://brightfutures.aap.org/Bright%20Futures%20Documents/BF4_Introduction.pdf)
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) <http://www.uptodate.com/contents/guidelines-for-adolescent-preventive-services>
- North American Society of Pediatric and Adolescent Gynecology <http://www.naspag.org/>
- American Academy of Pediatrics (AAP), Policy Statement: “Contraception for Adolescents”, September, 2014. <http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299>
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Mandated Reporting: <https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire>

### **Sexually Transmitted Diseases**

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines <http://www.cdc.gov/std/treatment/>.
  - Available as a mobile app: <https://www.cdc.gov/mobile/mobileapp.html>
- Expedited Partner Therapy. CDC. <https://www.cdc.gov/std/ept/default.htm>
  - NH DHHS resource on EPT in NH: <https://www.dhhs.nh.gov/dphs/bchs/std/ept.htm>
- AIDS info (DHHS) <http://www.aidsinfo.nih.gov/>

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

- Exploring All Options: Pregnancy Counseling Without Bias. Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S. Department of Health and Human Services. [https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc\\_expl\\_all\\_options2016.pdf](https://www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016.pdf)

## ATTACHMENT 2

- 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/](http://phpartners.org/ph_public/)
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health.  
<http://www.whijournal.com>
- American Medical Association, Information Center <http://www.ama-assn.org/ama>
- US DHHS, Health Resources Services Administration (HRSA)  
<http://www.hrsa.gov/index.html>
- "Reproductive Health Online (Reproline)", Johns Hopkins University  
<http://www.reprolineplus.org>
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>
- Know & Tell, child abuse and neglect. Information and trainings:  
<https://knowandtell.org/>

**Additional Resources:**

- American Society for Reproductive Medicine: <http://www.asrm.org>
- Centers for Disease Control & Prevention A to Z Index: <http://www.cdc.gov/az/b.html>
- Emergency Contraception Website: <http://ec.princeton.edu>
- Human Trafficking: <https://www.nhhumantraffickingtaskforce.com>
- Office of Population Affairs: <http://www.hhs.gov/opa>
- Title X: Appropriations Language/Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations  
[https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c\\_0.pdf](https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf)

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# NH FAMILY PLANNING PROGRAM



<b>I&amp;E Materials Review and Approval Process Policy</b>		
Section: Maternal & Child Health	Sub Section(s): Family Planning Program	Version: 3.0
Effective Date: [July 1, 2022] Next Review Date: [July 1, 2023]		

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

## I. Purpose

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

## II. Policy


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

## III. Procedures

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

### I&E/Advisory Committee Requirement

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

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

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

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

### 1. Size

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

### 2. Composition

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

### 3. Functions

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

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

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

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### 4. Frequency of Review

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

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

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

### Responsibility of Review and Approval

It may be necessary for the I&E/Advisory Committee to delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available under the Title X-funded project to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the I&E/Advisory Committee must still grant final approval of each I&E material on an annual basis.

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

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

1.) **I&E Materials List.** On an annual basis, sub-recipients will be required to submit a comprehensive list of all I&E materials (print and electronic) that are currently being distributed or made available to Title X clients. The list must be completed using the *I&E Materials List Template* provided by the NH FPP, which must include all required data elements for each material, including a date of approval for each material that is within one year from the date the I&E materials list is due to be submitted (refer to the current Family Planning Reporting Calendar).

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

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*own agency).*

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

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

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

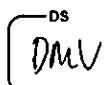
On behalf of \_\_\_\_\_, I hereby certify that I have read and understand this  
(Agency Name)

I&E Materials Review and Approval Process Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## NH FAMILY PLANNING PROGRAM



<b>Community Participation, Education and Project Promotion Policy</b>
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Section: Maternal & Child Health	Sub Section(s): Family Planning Program	Version: 3.0
Effective Date: [July 1, 2022]	Next Review Date: [July 1, 2023]	

Approved by:	HALEY JOHNSTON
Authority	(Code of Federal Regulations 59.5)


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 and the subsequent requirement to establish a system for ensuring that the sub-recipient provides opportunities for participation to individuals who represent significant elements of the population served by the Title X-funded project, including participating in activities related to the development, implementation, and evaluation of the Title X project.

## I. Community Participation, Education and Project Promotion Policy

- a. Community Participation.** Title X sub-recipient agencies must 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 to be served; and by persons in the community knowledgeable about the community's needs for family planning services (42 CFR 59.5(b)(10)).

*To fulfill the community participation requirement, sub-recipient agencies may create an Advisory Board or Committee or use a board or committee that is already in existence for this purpose as long as it meets the above requirements. The Advisory Committee can also serve to fulfill the I&E Review and Approval function as long as it meets the I&E Review and Approval Policy requirements.*

- b. Community Education.** Each sub-recipient's family planning project must provide for community education programs (42 CFR 59.5(b)(3)). Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial (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.
- c. Project Promotion.** Title X sub-recipient agencies must establish and implement planned activities to facilitate community awareness of and access to family planning services (42 CFR 59.5(b)(3)).

  
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### II. Suggestions for Community Participation, Education and Project Promotion

- 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.
- 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).

### III. Sub-recipient Policies and Procedures

Sub-recipients should establish policies and procedures that include:

- 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, if applicable (meeting minutes).

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- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of planned 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.

## 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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ATTACHMENT 4

**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**

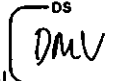
**NH FAMILY PLANNING - SFY 22-23**

(Contract Period – January 1, 2022 – June 30, 2023)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**NH Family Planning Program (NH FPP) Priorities:**

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

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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.

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**NH FAMILY PLANNING - SFY 22-23**  
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**Goal 1: Maintain access to family planning services for low-income populations across the state.**

Performance INDICATOR #1:

Through June 2022, 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 22 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 2023, 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 23 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, 2022 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, 2022.

**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, 2022, 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, 2022.

**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, 2022.

Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 2023.

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**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**

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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, 2022.

Sub-recipient provides grantee a copy of completed annual training report by August 31, 2023.

**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 22 & FY 23. 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.**

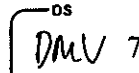
INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on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

EVALUATION ACTIVITIES	
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

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

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication reconciliation.

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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ATTACHMENT 4  
**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY 22-23**  
 (Contract Period – January 1, 2022 – June 30, 2023)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

**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 22 Outcome:** *Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022.*

\_\_\_\_ 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 23 Outcome:** *Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023*

\_\_\_\_ 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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ATTACHMENT 4  
**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY 22-23**  
 (Contract Period – January 1, 2022 – June 30, 2023)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

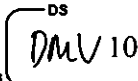
<b>Program Goal:</b> <i>To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy</i>	
<b>Performance Measure:</b> The percent of female family planning clients <25 years old screened for chlamydia infection	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
•	<b>EVALUATION ACTIVITIES</b>
	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY 22 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022</i> _____ Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> _____ Target/Objective Not Met <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>  <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i> Revised Work Plan Attached (Please check if work plan has been revised)	
<b>SFY 23 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023</i>  _____ Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>  _____ Target/Objective Not Met <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i> <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year</i>	

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ATTACHMENT 4  
**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY 22-23**  
 (Contract Period – January 1, 2022 – June 30, 2023)

AGENCY: \_\_\_\_\_ COMPLETED BY: \_\_\_\_\_

Program Goal: <i>Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.</i>	
<b>Performance Measure:</b> The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
•	•
	<b>EVALUATION ACTIVITIES</b>
•	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY 22 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022</i>	
_____ Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> _____ Target/Objective Not Met <b>Narrative for Not Meeting Target:</b>  <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i> <b>Revised Work Plan Attached</b> (Please check if work plan has been revised)	
<b>SFY 23 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023</i>	
_____ Target/Objective Met <b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>  _____ Target/Objective Not Met <b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i> <b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i>	

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**NH Family Planning Reporting Calendar SFY 23-24**

<b>Due within 30 days of G&amp;C approval:</b>	
<ul style="list-style-type: none"> <li>• 2022 Clinical Guidelines signatures</li> <li>• 2023-2024 Work Plan</li> </ul>	
<b>SFY 23 (July 1, 2022- June 30, 2023)</b>	
<b>Due Date:</b>	<b>Reporting Requirement:</b>
August 31, 2022	<ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> <li>• HIV/STI, Abstinence, and Minors Counseling Policies</li> </ul>
October 7, 2022	Public Health Sterilization Records (July-September)
January 13, 2023	Public Health Sterilization Records (October - December)
January 13, 2023	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
April 3, 2023	Federal Scales/Fee Schedules
April 14, 2023	Public Health Sterilization Records (January-March)
Late April – May 2023 ( <i>Official dates shared when released from HRSA</i> )	340B Annual Recertification ( <a href="http://ow.ly/NBJG30dmcF7">http://ow.ly/NBJG30dmcF7</a> )
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates
Late June 2023	Clinical Guidelines Signatures (effective July 1, 2022)
<b>SFY 24 (July 1, 2023 – June 30, 2024)</b>	
July 2023	NH DHHS Sexual Health Webinar Signatures
August 31, 2023	<ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> <li>• Public Health Sterilization Records (April-June)</li> <li>• HIV/STI, Abstinence, and Minors Counseling Policies</li> </ul>
October 6, 2023	Public Health Sterilization Records (July-September)
January 12, 2024	FPAR Reporting: <ul style="list-style-type: none"> <li>• Source of Revenue</li> <li>• Clinical Data (HIV &amp; Pap Tests)</li> <li>• Table 13: FTE/Provider Type</li> </ul>
January 31, 2024 <i>Contract ends on December 31, 2023.</i>	6-month reporting (July 1, 2023 – December 31, 2023): <ul style="list-style-type: none"> <li>• Patient Satisfaction Surveys</li> <li>• Outreach and Education Report</li> <li>• Annual Training Report</li> <li>• Work Plan Update/Outcome Report</li> <li>• Data Trend Tables (DTT)</li> <li>• Public Health Sterilization Records (October - December)</li> </ul>

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

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## Attachment 6 – FPAR Data Elements (SAMPLE DRAFT)

<b>New Hampshire Planning Program</b>	
<b>Family Planning Annual Report (FPAR) Existing Data Elements</b>	<b>Proposed FPAR 2.0 Additional Data Elements</b>
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Contraceptive provision method (prescription, referral)
Breast Exam	Counseling to achieve pregnancy provided
CBE Referral	CT performed at visit
Chlamydia Test (CT)	CT Test Result
Contraceptive method initial	Date of Last HIV test
Contraceptive method at exit	Date of Last HPV Co-test
Date of Birth	Date of Pap Tests Last 5 years
English Proficiency	Diastolic blood pressure
Ethnicity	Ever Had Sex
Gonorrhea Test (GC)	Facility Identifier
HIV Test – Rapid	GC performed at visit
HIV Test – Standard	GC Test Result
Household Family Size	Gravidity
Medical Services	Height
Office Visit – new or established patient	HIV test performed at visit
Pap Test	HIV Referral Recommended Date
Patient Number	HIV Referral Visit Completed Date
Preconception Counseling	HPV test performed at visit
Pregnancy Status	HPV Test Result
Pregnancy Test	Method(s) Provided At Exit
Primary Contraceptive Method	Parity
Primary Reimbursement	Pap Test in the last 5 years
Principle Health Insurance Coverage	Pregnancy Future Intention
Procedure Visit Type	Pregnancy Status Reporting
Provider Role (e.g., MD, CNM, NP)	Reason for no contraceptive method at intake
Race	Sex in the last 12 Months
Reason for no method at exit	Sex in the last 3 Months
Syphilis test result	Smoking status
Site	Systolic blood pressure
Visit Date	Syphilis test performed at visit
Zip code	Weight

**Family Planning (FP) Performance Indicator #1**

**Indicators:**

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

SFY XX Outcome	
1a. ___	clients served
1b. ___	clients <100% FPL
1c. ___	clients <250% FPL
1d. ___	clients <20years of age
1e. ___	clients on Medicaid
1f. ___	male clients
1g. ___	women <25 years of age positive for chlamydia

**Family Planning (FP) Performance Indicator #1 b**

**Indicator:** The percent of family planning clients under 100% FPL in the family planning caseload.

**Goal:** To increase access to reproductive services to low-income residents.

**Definition:** **Numerator:** Total number of clients <100% FPL served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 c**

**Indicator:** The percent of family planning clients under 250% FPL.

**Goal:** To increase access to reproductive services to low-income residents.

**Definition:** **Numerator:** Total number of clients <250% FPL served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

**Family Planning (FP) Performance Indicator #1 d**


**Indicator:** The percent of family planning clients under 20 years of age.

**Goal:** To increase access to reproductive services to adolescents.

**Definition:** **Numerator:** Total number of clients under 20 years of age served.

**Denominator:** Total number of clients served.

**Data Source:** Family Planning Data Base System

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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.

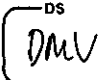
**Denominator:** The total number of women <25 years old screened for chlamydia.

**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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## NH FAMILY PLANNING PROGRAM

**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES FUNDING POLICY**

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0  
 Effective Date: July 1, 2022 Next Review Date: June 30, 2023

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:

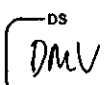
- Outreach coordination.
- Community table events.
- Social media.
- Outreach to schools.

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)

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# NH FAMILY PLANNING PROGRAM

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

## TANF Funding Policy Agreement

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

\_\_\_\_\_  
 Authorizing Official: Printed Name

\_\_\_\_\_  
 Authorizing Official Signature

\_\_\_\_\_  
 Date

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# State of New Hampshire

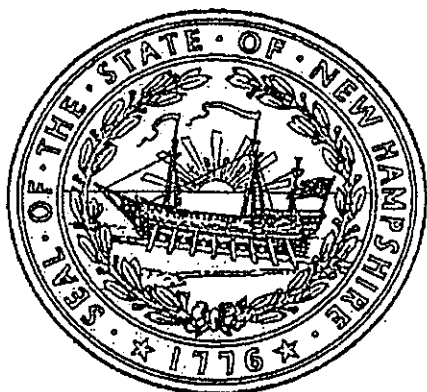
## Department of State

### 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: 0005463761



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of November A.D. 2021.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, GAYLE SPELMAN, 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 18, 2022, 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: 7/28/22

Gayle Spelman  
Signature of Elected Officer  
Name: GAYLE SPELMAN  
Title: SECRETARY







**ADDITIONAL REMARKS SCHEDULE**

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

**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: **9/6/2021 to 9/6/2022**  
 Limits of Liability:  
**\$1,000,000 Each Claim**  
**\$1,000,000 Aggregate**

**Employment Practices Liability**  
 Insurance Company: **Mount Vernon Fire Ins. Co.**  
 Policy Dates: **9/6/2021 to 9/6/2022**  
 Limits of Liability:  
**\$1,000,000 Each Claim**  
**\$1,000,000 Aggregate**



### **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**  
**210 N State St**  
**Concord, NH 03301**  
**603-225-0941**

November 15, 2021

**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 the enclosed copy of this letter 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: \_\_\_\_\_

N68251V CONCORD FEMINIST HEALTH CENTER  
 \*\*\*8251  
 ph:603-225-2736  
 Platform Version: 20.3.4  
 Federal Version: 20.3.7

## Federal Diagnostics

Prepared by: CHARLENE T. VALLEE, CPA  
 11/15/2021 07:18 PM  
 ctv

### Critical Messages

None

### Electronic Filing

None

### Informational Messages

- Force field entered with data "719,600" on Screen PSA
- Force field entered with data "19,033" on Screen Exp-2
- Force field entered with data "EQUA" on Screen ELF
- Historical Report (990 Return) does not display 2021 column if Tax Projection has not been selected.
- 990, Part III total program service revenue does not match 990, Part VIII, line 2g total program service revenue
- Form 990, Part X, line 27 end of year net assets without donor restrictions is calculated
- Preparer 'CHARLENE T. VALLEE, CPA', Reviewer 'Charlene'

### Missing Data

	Prior Year Data
<b>Functional Expenses</b>	
<input type="checkbox"/> Tot / PS, travel	1,099
<input type="checkbox"/> M/G office	16,245
<input type="checkbox"/> F/R office	860
<input type="checkbox"/> Tot / PS, office	2,007
<input type="checkbox"/> F/R printing, pub, postage	660
<b>Governance, Management, and Disclosure</b>	
<input type="checkbox"/> Copy provided to members	X
<b>General Options, Prior Year Revenue and Expenses, Penalties</b>	
<input type="checkbox"/> Number of volunteers	15
<b>Balance Sheet - Assets</b>	
<input type="checkbox"/> Grants receivable - BOY	48,038
<b>Balance Sheet - Liabilities and Equity</b>	
<input type="checkbox"/> Not compiled or reviewed	1
<input type="checkbox"/> Audit required	2

## Forms 990 / 990-EZ Return Summary

For calendar year 2020, or tax year beginning

, and ending

\*\*-\*\*\*8251

## CONCORD FEMINIST HEALTH CENTER

Net Asset / Fund Balance at Beginning of Year 570,608

## Revenue

Contributions	<u>302,215</u>
Program service revenue	<u>540,474</u>
Investment income	<u>3,262</u>
Capital gain / loss	
Fundraising / Gaming:	
Gross revenue	
Direct expenses	
Net income	
Other income	<u>303</u>

Total revenue

846,254

## Expenses

Program services	<u>719,600</u>
Management and general	<u>126,535</u>
Fundraising	<u>8,418</u>

Total expenses

854,553

Excess / (deficit)

-8,299

Changes

-787

Net Asset / Fund Balance at End of Year

561,522

## Reconciliation of Revenue

Total revenue per financial statements	_____
Less:	
Unrealized gains	_____
Donated services	_____
Recoveries	_____
Other	_____
Plus:	
Investment expenses	_____
Other	_____
Total revenue per return	<u>846,254</u>

## Reconciliation of Expenses

Total expenses per financial statements	_____
Less:	
Donated services	_____
Prior year adjustments	_____
Losses	_____
Other	_____
Plus:	
Investment expenses	_____
Other	_____
Total expenses per return	<u>854,553</u>

	Beginning	Balance Sheet Ending	Differences
Assets	<u>764,655</u>	<u>802,630</u>	
Liabilities	<u>194,047</u>	<u>241,108</u>	
Net assets	<u>570,608</u>	<u>561,522</u>	<u>-9,086</u>

## Miscellaneous Information

Amended return

Return / extended due date 11/15/21

Failure to file penalty \_\_\_\_\_

**Hennessey & Vallee, PLLC**  
**210 N State St**  
**Concord, NH 03301**  
**603-225-0941**

November 15, 2021

**CONFIDENTIAL**

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

Dear Board Members:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Hennessey & Vallee, PLLC

**Filing Instructions**

**CONCORD FEMINIST HEALTH CENTER**

**Exempt Organization Tax Return**

**Taxable Year Ended December 31, 2020**

**Date Due:** November 15, 2021

**Remittance:** None is required. Your Form 990 for the tax year ended 12/31/20 shows no balance due.

**Signature:** You have previously signed and returned Form 8879-EO, IRS *e-file* Signature Authorization for an Exempt Organization. No further action is required.

**Other:** Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.



Form **8879-EO**

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

OMB No. 1545-0047

For calendar year 2020, or fiscal year beginning ..... 2020, and ending ..... 20 .....

**2020**

Department of the Treasury  
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.  
▶ Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.

Name of exempt organization or person subject to tax

**CONCORD FEMINIST HEALTH CENTER**

Taxpayer identification number

**\*\*-\*\*\*8251**

Name and title of officer or person subject to tax

**DALIA VIDUNAS  
EXECUTIVE DIRECTOR**

**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, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, 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 ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12) .....	1b	<u>846,254</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9) .....	2b	_____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22) .....	3b	_____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5) .....	4b	_____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance due (Form 8868, line 3c) .....	5b	_____
6a Form 990-T check here ▶ <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4) .....	6b	_____
7a Form 4720 check here ▶ <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1) .....	7b	_____

**Part II | Declaration and Signature Authorization of Officer or Person Subject to Tax**

Under penalties of perjury, I declare that  I am an officer of the above organization or  I am a person subject to tax with respect to (name of organization) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2020 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 electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the 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 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 electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

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 tax year 2020 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 or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 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.

Signature of officer or person subject to tax ▶

Date ▶ **05/17/21**

**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.

\*\*\*\*\*

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return 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 ▶ **05/17/21**

**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** (2020)

Form **990**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

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

**2020**

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**Open to Public Inspection**

**A For the 2020 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) Room/suite  
**38 SOUTH MAIN STREET**

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

**D Employer identification number**  
**\*\*-\*\*\*8251**

**E Telephone number**  
**603-225-2736**

**G Gross receipts \$** **846,254**

**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**

<b>Activities &amp; Governance</b>	1 Briefly describe the organization's mission or most significant activities: <b>TO PROVIDE HIGH QUALITY REPRODUCTIVE HEALTH CARE AND LGBTQ SERVICES.</b>		
	2 Check this box <input type="checkbox"/> 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)	<b>9</b>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<b>9</b>
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>25</b>
	6	Total number of volunteers (estimate if necessary)	<b>0</b>
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<b>0</b>
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>0</b>	
<b>Revenue</b>	8	Contributions and grants (Part VIII, line 1h)	Prior Year: <b>250,708</b> Current Year: <b>302,215</b>
	9	Program service revenue (Part VIII, line 2g)	<b>645,678</b> <b>540,474</b>
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>4,658</b> <b>3,262</b>
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>3,141</b> <b>303</b>
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>904,185</b> <b>846,254</b>
	<b>Expenses</b>	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)
14		Benefits paid to or for members (Part IX, column (A), line 4)	<b>0</b>
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>580,541</b> <b>572,094</b>
16a		Professional fundraising fees (Part IX, column (A), line 11e)	<b>0</b>
16b		Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>8,418</b>	
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>319,265</b> <b>282,459</b>
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>899,806</b> <b>854,553</b>	
19	Revenue less expenses. Subtract line 18 from line 12	<b>4,379</b> <b>-8,299</b>	
<b>Net Assets or Fund Balances</b>	20	Total assets (Part X, line 16)	Beginning of Current Year: <b>764,655</b> End of Year: <b>802,630</b>
	21	Total liabilities (Part X, line 26)	<b>194,047</b> <b>241,108</b>
	22	Net assets or fund balances. Subtract line 21 from line 20	<b>570,608</b> <b>561,522</b>

**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: **DALIA VIDUNAS** Date: \_\_\_\_\_  
Type or print name and title: **EXECUTIVE DIRECTOR**

**Paid Preparer Use Only**

Print/Type preparer's name: **CHARLENE T. VALLEE, CPA** Preparer's signature: **CHARLENE T. VALLEE, CPA** Date: **11/15/21** Check  if self-employed PTIN: **\*\*\*\*\***

Firm's name: **HENNESSEY & VALLEE, PLLC** Firm's EIN: **\*\* - \*\*\*2649**

Firm's address: **210 N STATE ST 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 \$ **719,600** 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 **719,600**

**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	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	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		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		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		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		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		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		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		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		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	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		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		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		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		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		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		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		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		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		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		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		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		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		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		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
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		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		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		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		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		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		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		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		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		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		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		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		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		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		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		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		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		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		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		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	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		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	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? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	2b		X	
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	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
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	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	<b>Sponsoring organizations maintaining donor advised funds.</b>				
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	<b>Section 501(c)(7) organizations.</b> 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	<b>Section 501(c)(12) organizations.</b> 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	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> 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	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a			
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. 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.		
1a	9		
b	Enter the number of voting members included on line 1a, above, who are independent		
1b	9		
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?		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?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		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?		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?		X
7b			
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
8a			
b	Each committee with authority to act on behalf of the governing body?	X	
8b			
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.		X
9			

**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?		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?		X
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
11b			
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12a			
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12b			
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
12c			
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		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		X
15a			
b	Other officers or key employees of the organization		X
15b			
	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?		X
16a			
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  
CONCORD

38 SOUTH MAIN STREET

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 EXECUTIVE DIRECTOR	40.00 0.00			X				72,747	0	0
(2) NICOLE BATES CHAIR	2.00 0.00	X		X				0	0	0
(3) DEBRA PETRICK VICE CHAIR	2.00 0.00	X		X				0	0	0
(4) ELIZABETH CAMPBELL TREASURER	2.00 0.00	X		X				0	0	0
(5) GAYLE SPELMAN SECRETARY	2.00 0.00	X		X				0	0	0
(6) DEBORAH GERBER BOARD MEMBER	1.00 0.00	X						0	0	0
(7) ROBERT KELLY BOARD MEMBER	1.00 0.00	X						0	0	0
(8) RICK LAPAGE BOARD MEMBER	1.00 0.00	X						0	0	0
(9) JOHN MALMBERG BOARD MEMBER	1.00 0.00	X						0	0	0
(10) JESS I PLACE BOARD MEMBER	1.00 0.00	X						0	0	0
(11)										



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

(A) Name and title	(B) Average hours per week 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			
<b>1b Subtotal</b>							<b>72,747</b>			
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>							<b>72,747</b>			

**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
<b>3</b> 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		<b>X</b>
<b>4</b> 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		<b>X</b>
<b>5</b> 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		<b>X</b>

**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	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	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	302,215				
	g	Noncash contributions included in lines 1a-1f	1g	\$				
	h	<b>Total.</b> Add lines 1a-1f		▶	302,215			
<b>Program Service Revenue</b>	2a	HEALTH CARE SERVICES	Business Code 624100	540,474	540,474			
	b							
	c							
	d							
	e							
	f	All other program service revenue						
	g	<b>Total.</b> Add lines 2a-2f		▶	540,474			
<b>Other Revenue</b>	3	Investment income (including dividends, interest, and other similar amounts)		3,262	3,262			
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6a	Gross rents	(i) Real	(ii) Personal				
			6a					
			6b					
	b	Less: rental expenses	6b					
	c	Rental inc. or (loss)	6c					
	d	Net rental income or (loss)		▶				
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
			7a					
			7b					
	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		▶					
<b>Miscellaneous Revenue</b>	11a	MERCHANDISE SALES	Business Code 900003	303	303			
	b							
	c							
	d	All other revenue						
	e	<b>Total.</b> Add lines 11a-11d		▶	303			
12	<b>Total revenue.</b> See instructions		▶	846,254	544,039	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	424,136	337,612	80,586	5,938
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	34,502	24,634	9,316	552
10 Payroll taxes	40,709	32,404	7,735	570
11 Fees for services (nonemployees):				
a Management				
b Legal	212	212		
c Accounting	3,175	3,166	8	1
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.)	79,989	78,698	1,291	
12 Advertising and promotion	5,453	5,443	1	9
13 Office expenses	1,287	1,284	3	
14 Information technology				
15 Royalties				
16 Occupancy	23,332	23,280	47	5
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	2,283	2,283		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	19,033	18,991	38	4
23 Insurance	19,027	18,975	48	4
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 <b>MEDICAL SUPPLIES</b>	87,142	87,142		
b <b>BANK AND CREDIT CARD CHAR</b>	12,645		12,645	
c <b>COMPUTER EXPENSES</b>	8,599	8,576	21	2
d <b>TELEPHONE AND INTERNET</b>	7,387	7,369	16	2
e All other expenses	12,895	11,625	958	312
25 Total functional expenses. Add lines 1 through 24e	854,553	719,600	126,535	8,418
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 <input type="checkbox"/> 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	65	1	150
	2 Savings and temporary cash investments	196,297	2	306,356
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	159,184	4	100,665
	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	2,360	7	806
	8 Inventories for sale or use	28,031	8	20,007
	9 Prepaid expenses and deferred charges	15,621	9	12,599
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 648,135		
	b Less: accumulated depreciation	10b 444,026	207,457	10c 204,109
	11 Investments—publicly traded securities	155,640	11	157,938
	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 <b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	764,655	16	802,630	
Liabilities	17 Accounts payable and accrued expenses	29,612	17	16,799
	18 Grants payable		18	
	19 Deferred revenue	164,435	19	224,309
	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 <b>Total liabilities.</b> Add lines 17 through 25	194,047	26	241,108
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	570,608	27	561,522
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> 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 <b>Total net assets or fund balances</b>	570,608	32	561,522	
33 <b>Total liabilities and net assets/fund balances</b>	764,655	33	802,630	

**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	846,254
2	Total expenses (must equal Part IX, column (A), line 25)	2	854,553
3	Revenue less expenses. Subtract line 2 from line 1	3	-8,299
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	570,608
5	Net unrealized gains (losses) on investments	5	-787
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	561,522

**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: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> 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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	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.		
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?		
3b	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		

**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](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2020**

Open to Public  
Inspection

Name of the organization

**CONCORD FEMINIST HEALTH CENTER**

Employer identification number

\*\*-\*\*\*8251

**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?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

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

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 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; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10.

12 Gross receipts from related activities, etc. (see instructions) 12
13 First 5 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 2020 (line 6, column (f) divided by line 11, column (f)) 14 %
15 Public support percentage from 2019 Schedule A, Part II, line 14 15 %
16a 33 1/3% support test—2020. 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—2019. 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—2020. 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—2019. 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) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	173,183	191,945	266,972	250,708	302,215	1,185,023
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	623,154	626,744	660,184	653,477	544,039	3,107,598
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	796,337	818,689	927,156	904,185	846,254	4,292,621
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.)						4,292,621

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	796,337	818,689	927,156	904,185	846,254	4,292,621
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	2,140	2,082	3,874			8,096
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	2,140	2,082	3,874			8,096
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.)	1,041	1,503	70,321			72,865
13 Total support. (Add lines 9, 10c, 11, and 12.)	799,518	822,274	1,001,351	904,185	846,254	4,373,582

14 **First 5 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 2020 (line 8, column (f), divided by line 13, column (f))	15	98.15 %
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	98.10 %

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage for 2019 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2020.** 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—2019.** 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 box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include questions 1 through 10b regarding supported organizations, including their status, control, and support details.

**Part IV Supporting Organizations (continued)**

- 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 lines 11b and 11c below, the governing body of a supported organization?
  - b A family member of a person described in line 11a above?
  - c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

**Section B. Type I Supporting Organizations**

- 1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, 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 officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 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.

	Yes	No
1		
2		

**Section C. Type II Supporting Organizations**

- 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).

	Yes	No
1		

**Section D. All Type III Supporting Organizations**

- 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?
- 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).
- 3 By reason of the relationship described in line 2, above, 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.

	Yes	No
1		
2		
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 governmental entity (see instructions).

- 2 Activities Test. Answer lines 2a and 2b 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.
  - b Did the activities described in line 2a, above, 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.
- 3 Parent of Supported Organizations. Answer lines 3a and 3b 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? If "Yes" or "No," provide details in Part VI.
  - 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.

	Yes	No
2a		
2b		
3a		
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	<b>Adjusted Net Income</b> (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	<b>Total</b> (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 0.015 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 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (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 0.85 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	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> 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—provide details in Part VI)	
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 2020 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-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, 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 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

**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 \$ 4,323

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](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

Name of the organization

Employer identification number

**CONCORD FEMINIST HEALTH CENTER****\*\*-\*\*\*8251**

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

 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 foundationCheck 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**

- 
- 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 33 $\frac{1}{3}$ % 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 **\*\*-\*\*\*8251**

**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	\$ 61,890	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	STATE OF NH FAMILY PLANNING GRANT CAPITOL STREET CONCORD NH 03301	\$ 89,990	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	JONES FAMILY FOUNDATION 38 SOUTH MAIN STREET CONCORD NH 03301	\$ 20,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (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

2020

Open to Public Inspection

Name of the organization

Employer identification number

CONCORD FEMINIST HEALTH CENTER

\*\*-\*\*\*8251

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.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 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?, 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?

Part II Conservation Easements.

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

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 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. (a) Total number of conservation easements, (b) Total acreage restricted by conservation easements, (c) Number of conservation easements on a certified historic structure included in (a), (d) Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register, 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?, 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)?, 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.

Table with 2 columns: \$. Rows include: 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 .....		353,799	207,350	146,449
c Leasehold improvements .....				
d Equipment .....		263,402	236,676	26,726
e Other .....				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				<b>204,109</b>

**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

**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.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-row labels (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 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.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-row labels (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 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.

Series of horizontal dotted lines for providing supplemental information.



**SCHEDULE O**  
(Form 990 or 990-EZ)

**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

**2020**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

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](http://www.irs.gov/Form990) for the latest information.

Name of the organization

**CONCORD FEMINIST HEALTH CENTER**

Employer identification number

**\*\*-\*\*\*8251**

**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 <b>990</b>	<b>Two Year Comparison Report</b>	<b>2019 &amp; 2020</b>
For calendar year 2020, or tax year beginning _____, ending _____		

Name

Taxpayer Identification Number

**CONCORD FEMINIST HEALTH CENTER****\*\*-\*\*\*8251**

		2019	2020	Differences
<b>Revenue</b>	1. Contributions, gifts, grants .....	250,708	302,215	51,507
	2. Membership dues and assessments .....			
	3. Government contributions and grants .....			
	4. Program service revenue .....	645,678	540,474	-105,204
	5. Investment income .....	4,658	3,262	-1,396
	6. Proceeds from tax exempt bonds .....			
	7. Net gain or (loss) from sale of assets other than inventory .....			
	8. Net income or (loss) from fundraising events .....			
	9. Net income or (loss) from gaming .....			
	10. Net gain or (loss) on sales of inventory .....			
	11. Other revenue .....	3,141	303	-2,838
	12. <b>Total revenue.</b> Add lines 1 through 11	<b>904,185</b>	<b>846,254</b>	<b>-57,931</b>
<b>Expenses</b>	13. Grants and similar amounts paid .....			
	14. Benefits paid to or for members .....			
	15. Compensation of officers, directors, trustees, etc. ....	72,747	72,747	
	16. Salaries, other compensation, and employee benefits .....	507,794	499,347	-8,447
	17. Professional fundraising fees .....			
	18. Other professional fees .....	72,986	83,376	10,390
	19. Occupancy, rent, utilities, and maintenance .....	25,618	23,332	-2,286
	20. Depreciation and Depletion .....	17,174	19,033	1,859
	21. Other expenses .....	203,487	156,718	-46,769
	22. <b>Total expenses.</b> Add lines 13 through 21	<b>899,806</b>	<b>854,553</b>	<b>-45,253</b>
	23. <b>Excess or (Deficit).</b> Subtract line 22 from line 12	<b>4,379</b>	<b>-8,299</b>	<b>-12,678</b>
<b>Other Information</b>	24. Total exempt revenue .....	904,185	846,254	-57,931
	25. Total unrelated revenue .....			
	26. Total excludable revenue .....	653,477	544,039	-109,438
	27. Total assets .....	764,655	802,630	37,975
	28. Total liabilities .....	194,047	241,108	47,061
	29. Retained earnings .....	570,608	561,522	-9,086
	30. Number of voting members of governing body .....	10	9	
31. Number of independent voting members of governing body .....	10	9		
32. Number of employees .....	25	25		
33. Number of volunteers .....	15			

Form <b>990</b>	<b>Tax Return History</b>	<b>2020</b>
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Name <b>CONCORD FEMINIST HEALTH CENTER</b>	Employer Identification Number <b>**-***8251</b>
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	2016	2017	2018	2019	2020	2021
Contributions, gifts, grants	184,503	191,945	266,972	250,708	302,215	
Membership dues						
Program service revenue	622,113	623,159	585,989	645,678	540,474	
Capital gain or loss	6,125	19,376				
Investment income	2,140	2,082	3,874	4,658	3,262	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	1,041	1,503	70,321	3,141	303	
<b>Total revenue</b>	<b>815,922</b>	<b>838,065</b>	<b>927,156</b>	<b>904,185</b>	<b>846,254</b>	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.	68,349	69,348	72,747	72,747	72,747	
Other compensation	422,726	465,962	529,569	507,794	499,347	
Professional fees	58,177	50,793	57,060	72,986	83,376	
Occupancy costs	22,817	21,740	20,121	25,618	23,332	
Depreciation and depletion	12,722	13,648	17,336	17,174	19,033	
Other expenses	195,506	164,980	190,666	203,487	156,718	
<b>Total expenses</b>	<b>780,297</b>	<b>786,471</b>	<b>887,499</b>	<b>899,806</b>	<b>854,553</b>	
Excess or (Deficit)	35,625	51,594	39,657	4,379	-8,299	
<b>Total exempt revenue</b>	<b>815,922</b>	<b>838,065</b>	<b>927,156</b>	<b>904,185</b>	<b>846,254</b>	
Total unrelated revenue						
Total excludable revenue	631,419	646,120	660,184	653,477	544,039	
Total Assets	518,408	558,790	588,256	764,655	802,630	
Total Liabilities	45,269	50,702	45,448	194,047	241,108	
Net Fund Balances	473,139	508,088	542,808	570,608	561,522	

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### Federal Statements

FYE: 12/31/2020

#### Taxable Dividends from Securities

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business Code</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
INVESTMENT INCOME	\$ 3,262					
TOTAL	\$ 3,262					



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**Federal Statements**

FYE: 12/31/2020

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

Description	Total Expenses	Program Service	Management & General	Fund Raising
PAYROLL SERVICE FEES	\$ 630	\$ 630	\$	\$
LABORATORY FEES	34,798	34,784	14	
TRANSLATION	2,629	2,629		
MEDICAL PRACTITIONERS	33,900	33,900		
OFFICE CLEANING	6,755	6,755		
OTHER	1,277		1,277	
<b>TOTAL</b>	<b>\$ 79,989</b>	<b>\$ 78,698</b>	<b>\$ 1,291</b>	<b>\$ 0</b>

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

Description	Total Expenses	Program Service	Management & General	Fund Raising
REPAIR AND MAINTENANCE	\$ 6,830	\$ 6,812	\$ 17	\$ 1
POSTAGE AND SHIPPING	2,074	830	933	311
MEMBERSHIPS	1,691	1,687	4	
SUBSCRIPTIONS	1,441	1,437	4	
OTHER	601	601		
WEBSITE	258	258		
<b>TOTAL</b>	<b>\$ 12,895</b>	<b>\$ 11,625</b>	<b>\$ 958</b>	<b>\$ 312</b>

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**Federal Statements**

FYE: 12/31/2020

**Schedule A, Part III, Line 1(e)**

<u>Description</u>	<u>Amount</u>
OTHER CONTRIBUTIONS	\$ 130,137
EVENTS	198
STATE OF NH HIV EARLY INTERVENTION CASH CONTRIBUTION	61,890
STATE OF NH FAMILY PLANNING GRANT CASH CONTRIBUTION	89,990
JONES FAMILY FOUNDATION CASH CONTRIBUTION	20,000
TOTAL	<u>\$ 302,215</u>

**Schedule A, Part III, Line 2(e)**

<u>Description</u>	<u>Amount</u>
HEALTH CARE SERVICES	\$ 540,474
INVESTMENT INCOME	3,262
MISCELLANEOUS	303
MERCHANDISE SALES	303
TOTAL	<u>\$ 544,039</u>



**Board of Directors  
June 2022**

**Rick LaPage, APRN**  
**Chair**  
Term exp: May 2024

**Margaret Almeida, PhD, MBA**  
Term exp: May 2023

**John Malmberg, JD**  
Term exp: May 2024

**Julia Morgan**  
**Vice Chair**  
Term exp: May 2024

**Dianne Bischoff**  
Term exp: May 2024

**Julia Morgan**

**Elizabeth (Liz) Campbell**  
**Treasurer**  
Term exp: May 2024

**Mary Danca, MD**  
Term exp: May 2024

**Anais Ovalle, MD, MPH**  
Term exp: May 2025

**Gayle Spelman, PA**  
**Secretary**  
Term exp: May 2023

**Janet DeVito**  
Term exp: May 2025

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**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](mailto:info@equalityhc.org)    ~    **Web:** [www.equalityhc.org](http://www.equalityhc.org)

**Medical Director,** Dr. Elizabeth Sanders

**Executive Director,** Dalia Vidunas

*DALIA M. VIDUNAS, MSW*

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**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.

# Jinelle Hobson

A non-profit leader with a successful history of acquiring and cultivating loyal donors, skilled in rebranding and development and highly versed at lobbying regulatory and environmental issues at the local and state level.

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## Skills

- Strategic Planning
- Management
- Leadership
- Event Planning and Management
- Marketing and Public Relations
- Non-profit Management

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## Experience

OCTOBER 2019 - PRESENT

### **Executive Director / Salem Animal Rescue League**

Executive level leader cultivating diverse revenue streams. Develops strategies for increased revenues. Oversees operational compliance with federal, state, county and local law. Ensures long-range strategy achieves the mission.

APRIL 2018 – SEPTEMBER 2019

### **Options Counselor / Crotched Mountain Foundation**

Options Counselor under Rockingham County ServiceLink. Managed needs assessments, counseling, preliminary care planning. Team Lead as a NH Family Caregiver Program Specialist. Certified Medicare SHIP Counselor, Certified SAVVY Caregiver Trainer. Established clinical eligibility counseling and financial prescreening for State and Federal programs.

OCTOBER 2015 – MARCH 2018

### **Executive Director / Salem Animal Rescue League**

Executive level leader cultivating diverse revenue streams. Develops strategies for increased revenues. Oversees operational compliance with federal, state, county and local law. Ensures long-range strategy achieves the mission.

OCTOBER 2008 – OCTOBER 2015

### **Marketing and Development Coordinator / Community Crossroads**

Marketing and Development Director responsible for managing all special events, grant writing, annual reports and newsletters. Instrumental in the completion of the agency rebranding. Lead strategic planning and setting fundraising budgets to make annual goals.

FEBRUARY 1992 – SEPTEMBER 1998

### **Executive Director / Dry Cleaning and Laundry Institute**

Developed and introduced industry legislation at the State level. Registered Lobbyist in the State of Illinois. Served as a member of the Governor's Task Force for small businesses. Implemented Coats for Kids with NBC, Chicago Bears and the Salvation Army.

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## Education

**Associates Degree – Accounting and Management / Fisher College**  
**Psychology / Northeastern University**

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-Schob, Minneapolis, MN, National Merit Scholar

*References available upon request.*

LAUREN MACE MSN, CNM

EDUCATION

- 2012 – 2016. CASE WESTERN RESERVE UNIVERSITY  
FRANCES PAYNE BOLTON SCHOOL OF NURSING Cleveland, OH  
M.S.N. Nursing, midwifery major
- 2006 – 2010 CASE WESTERN RESERVE UNIVERSITY  
FRANCES PAYNE BOLTON SCHOOL OF NURSING Cleveland, OH  
B.S.N. *cum laude*

LICENSES AND  
CERTIFICATIONS

Registered Nurse Massachusetts  
New Hampshire APRN Licensure by reciprocity in process, expected  
active by Dec, 2021  
Basic Life Support for Health Care Providers  
Neonatal Resuscitation Program  
Nexplanon Insertion Certified

HONORS

- 2013-2015 Care of Underserved Through Advanced Practice Education Scholarship  
2010  
Graduated *cum laude*, Case Western Reserve Univ.

WORK EXPERIENCE

- DEC 2019 – CURRENT WOMEN'S HEALTH CARE GROUP  
*Certified Nurse Midwife* 255 Low Street, Newburyport, MA (Full time)  
Provide full scope midwifery care to women including primary care, gynecologic and  
family planning services, preconception care, and care through pregnancy and birth to  
women from adolescence through menopause.



LAUREN MACE

- Intrapartum care and deliveries done at Anna Jaques Hospital in Newburyport, MA. In-house call with care of intrapartum patients independently with backup physician at home call.
- On call duties include pager triage as well as consultations in the Emergency Department at Anna Jaques Hospital.
- First assist position with cesarean sections regularly as well as first assist for additional GYN procedures as needed within Women's Health Care practice.

AUG 2017 – JUL 2019      SUMMA HEALTH OBSTETRICS & GYNECOLOGY  
*Certified Nurse Midwife*      51 Park West BLVD, Ste 200, AKRON, OH 44320  
(Full time)

- Provide full scope midwifery care to a diverse population of women including primary care, gynecologic and family planning services, preconception care, and care through pregnancy and birth to women from adolescence through menopause.
- Competent in both office and inpatient settings working with all members of care team including physicians, residents, APRNs, nurses, medical assistants, and students.
- Individualized care of women in labor and birth at a busy Level 3 L&D unit where CNMs attend approximately 20% of births.
- Independent management of low-risk labor, birth, and postpartum.
- Physician co-management, referral, or transfer of high-risk patients in accordance with standards of care as created and agreed upon with team of physician and APRN colleagues.
- Proficient in family planning counseling, including placement and removal of both sub-dermal and intrauterine contraceptive devices.
- Proficient in microscopy.

DEC 2011 – DEC 2016      CLEVELAND CLINIC, FAIRVIEW HOSPITAL  
*Staff nurse, labor and delivery*      18101 Lorain Rd, Cleveland, OH  
44118 (Full time & PRN)

- Care for laboring patients: labor induction/augmentation, electronic fetal monitoring, cervical examination, insertion of intrauterine pressure catheters and fetal scalp electrodes, initiation of neonatal resuscitation, skin-to-skin care and breastfeeding.
- Collaborate with providers to triage patients in labor or with pregnancy-associated conditions.
- Care of patients admitted to high-risk antepartum unit with conditions including preeclampsia, gestational diabetes, multiple gestation, preterm labor, placenta accreta.
- Conduct initial newborn assessment.
- Circulating nurse during operative procedures.
- Resource nurse to assist with unit needs and support new RNs transition to nursing role.

2010 – 2011      BELLEFAIRE JEWISH CHILDREN'S BUREAU  
*Staff nurse, residential adolescent psych*      22001 Fairmount Blvd, Shaker Heights, OH  
27610 (PRN)

- Medication administration for children and adolescents with mental health

LAUREN MACE

conditions including depression, bipolar disorder, schizophrenia, and autistic spectrum disorders.

TEACHING EXPERIENCE

JAN 2014 – AUG 2016

FRANCES PAYNE BOLTON SCHOOL OF NURSING  
10900 Euclid Ave, Cleveland, OH 44106

*Teaching Assistant, Lab Instructor, 10hrs/wk*

- Provide hands on instruction of nursing skills for practice in the clinical setting to pre- licensure students.
- Discussion and reinforcement of didactic content as it relates to skills being taught in the lab.

VOLUNTEER ACTIVITIES

August 2015 Refuge International medical mission trip to San Raymundo, Guatemala.

- Provided primary care, well-woman exam's, initial OB exams, sexual health education and preconception counseling, management of chronic health conditions, and preconception counseling as part of a team for 5 days.
- Management of a labor, birth, and postpartum care.

September 2019 People Against Rape, hotline patient advocate

ORGANIZATIONS

American College of Nurse-Midwives

American Midwifery Certification Board

Massachusetts Association of Advanced Practice Nurses

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.

# Lauren Rouse

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## EDUCATION

- Associate in Science of Nursing, NHTI, Concord, NH  
Plan to matriculate Spring 2022  
January 2017- May 2020
- Lakes Region Community College, Laconia, NH  
Licensed Nursing Assistant  
August 2017- March 2018
- Merrimack Valley High School, Penacook, NH  
GPA- 4.1/4.33  
August 2014- June 2018

## EXPERIENCE

- Concord Hospital, Concord, NH  
*Associate in Science of Nursing Clinical Hours*  
August 2018- December 2019
- 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  
*Licensed Nursing Assistant*  
June 2018- July 2020
- Assist in residents' personal care and ADL
  - Maintain accurate and timely documentation
  - Maintain resident safety
- ConvenientMD, Bedford, NH  
*Registered Nurse*  
August 2020- Present
- 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

# Cassandra OKeefe

## Work Experience

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### **Health Worker**

Equality Health Center - Concord, NH  
June 2018 to Present

I was employed at Equality Health Center for my last two years of college, working during summer vacations and all of my college breaks. I was first trained as a "PRP" position which stands for Procedure Room Person. This person is similar to a doula and is the support person to women during their abortions. I first became interested in this job because of my Women and Gender Studies major and my passion for reproductive rights. I was trained to be the communication through line between the doctor and the patient. I was trained in minor medical terminology to ensure the patients safety throughout the procedure but most importantly I was there for the patient to talk to, hold their hand, comfort them and ensure that they felt safe and informed during the procedure. After positive recognition from much of the staff at EHC during my time as PRP, I was then trained to be the front desk receptionist. There is only one person who works this during a normal office day. I would greet the patients, ensure their safety and the staffs safety before they came in, I would collect payment, look at copayments on insurance cards, evaluate deductibles, instruct the patient on paper work, urine samples and answer any and all questions to my knowledge before their appointment. I would be the "core" of the office day, knowing where all patients and staff were and what they were available for, directing the flow of the patients and keeping staff informed, being a leader if there was an emergency but also being a smiling, kind, outgoing and caring person that the patients and staff felt comfortable and happy to work with. These were my main roles I was trained on. I would sometimes fill in on the phones, do or file paperwork, help with electronic medical record training, help with cleaning and attended many events as a volunteer that the health center would be tabling at.

EHC sees many different patients with differing disabilities, conditions, backgrounds, lives, identities, etc. I enjoy working at an office that is accepting of all.

### **Sales Associate**

Bath & Body Works - Concord, NH  
May 2018 to December 2018

Similar to my work at Victorias Secret as a Sales Associate I was trained in customer service skills to ensure the customer would leave with a positive experience and great new products that were the right fit for them. I was trained on register and basic money counting procedures. I also was trained in basic store cleaning skills. This including taking out trash, vacuuming, and washing windows. This also included doing floor sets for the store as well. This required paying attention to detail and time management. I would help re design the store, lift heavy objects and take direction from my manager. I was taught communication with peers and others. I experienced on the floor, personal, customer one on one service but also behind

the scenes work. I greeted every customer with a smile and was patient, kind and dedicated to the store and it's customers.

### **Sales Associate**

Victoria's Secret - Concord, NH  
May 2017 to January 2018

As a Sales Associate I was trained in basic customer service skills and was bra certified to make the Victoria's Secret customer receive the best experience at the store. I was trained on register and how to fit women for their undergarment needs. I would talk to customers and sell them loyalty cards at the register. In August I was recognized at the store for having the highest percentage of loyalty sales. I also was trained in basic cleaning skills. This including taking out trash, vacuuming, and washing windows. This included doing floor sets for the store as well. This required dedication, determination and paying attention to detail. I would help re design the store, lift heavy objects and take direction from my manager. I was taught communication with peers and others. I experienced on the floor, personal, customer one on one service but also behind the scenes work.

### **Dance Instructor/ Teachers Assistant**

Gens Dance Studio - Concord, NH  
2012 to 2016

I danced at Gens Dance Studio from the age of three to eighteen. I was asked to become a paid dance instructor and a paid teachers assistant for my teacher Gen Woodward when I was beginning high school. I choreographed, helped teach young children, cared for and helped the young children with basic tasks, I was a fun, supportive and kind teacher to the children and helped them grow, learn and flourish in dance. I studied basic techniques that the children should be learning, I introduced new skills, helped with the recital production process and even had a few dances I choreographed entered into competitions. I thoroughly enjoyed my time helping teach and choreograph along with dancing myself.

## **Education**

### **Bachelor's in Women and Gender Studies**

Keene State College - Keene, NH  
August 2016 to May 2020

### **Bachelor's in Dance Choreography and Performance**

Keene State College - Keene, NH  
August 2016 to May 2020

### **Diploma**

Concord High School - Concord, NH  
September 2012 to June 2016

## **Skills**

- Money Handling (2 years)
- Customer Service (3 years)
- Sales
- Cleaning Experience

- Basic Math
- Computer Skills
- English
- Computer Operation
- Organizational Skills
- Dancing
- Microsoft Word
- Fundraising
- Heavy lifting
- Medical records
- Teaching





## **Community Outreach and Education Coordinator Job Description**

The Community Outreach and Education Coordinator is responsible for all community outreach efforts in the city of Concord, Merrimack County and state-wide where they will continue the effort to build a positive awareness of EHC and the services provided to the community, focusing on reproductive and sexual health services.

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

### **Primary Functions:**

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

### **Main Responsibilities:**

- Complete a minimum of 2 outreach activities per month to underserved areas.
- Keep accurate, current monthly records of all education and outreach activities.
- Initiate, develop, and maintain relationships with other community agencies and groups.
- Serve as a community liaison for EHC.
- Participate in coalitions/workgroups/committees concerning reproductive and sexual health when appropriate and/or needed.
- Attend and participate in local community events as needed including but not limited to: health fairs; speaking at schools, churches, and community gatherings; and collaborate with other agencies during events.
- Prepare speakers bureau presentation materials.
- Participate in on-going trainings as needed.

### **Qualifications:**

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

**Equality Health Center**

Key Personnel

Family Planning (RFP-2022-DPHS-17-REPRO-03)

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Lauren Mace	APRN	93,184	31%	28,887
Sarah Anderson	Office/Lab Manager	49,920	40%	19,968
Lauren Rouse	RN	58,240	25%	14,560
Cassie O'Keefe	Health Worker	39,520	21.2%	8,378
Jinelle Hobson/ Dalia Vidunas	Executive Director as of 7/29/22 Executive Director Retiring as of 7/29/22	83,200	25%	30,800
TBD	Outreach Coordinator	45,760	100%	45,760