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

Lori A. Shibette
 Commissioner

Patricia M. Tilley
 Director

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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 Planned Parenthood of Northern New England (VC#177528), Colchester, VT, in the amount of \$306,450 to provide clinical sexual and reproductive health care services including contraception, STD/HIV testing and treatment, preventative screenings and annual exams., with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through December 31, 2023. 100% 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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog. Svc.	90080207	\$204,300
2024	102-500731	Contracts for Prog. Svc.	90080207	\$102,150
			Total	\$306,450

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 16,240 individuals will be served during State Fiscal Years 2023 and 2024.

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 Planned Parenthood of Northern New England and certified in writing to the Council on October 1, 2021 that no funds were used to subsidize abortion

either directly or indirectly. 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.

The Contractor shall 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 agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the 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.

Area served: Statewide

Respectfully submitted,


For Lori A. Shibinette
Commissioner

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 Lovering Health Center
Technical							
Experience (Q1)	20	18	12	15	15	15	19
Overall Capacity (Q2)	35	30	13	25	30	27	35
Clinical Services (Q3)	40	33	30	35	35	35	40
Same Day LARC Insertion and Contraception (Q4)	35	28	25	35	25	35	35
Outreach and Education (Q5)	20	5	15	13	19	10	20
Staffing Plan (Q6)	20	13	18	15	15	15	20
Reporting (Q7)	25	15	16	17	16	10	20
Data Requirements (Q8)	10	7	8	7	8	5	9
Quality Improvement Experience and Capacity (Q9)	25	22	23	18	20	25	25
Performance Measures (Appendix M) (Q10)	30	20	22	15	20	5	30
Subtotal - Technical	260	191	182	195	203	182	253
TOTAL POINTS	260	191	182	195	203	182	253

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

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|--------------------------|
| Program Specialist IV |
| Administrator III |
| Health Promotion Advisor |

Subject: Reproductive and Sexual Health Services (RFP-2022-DPHS-17-REPRO-06)

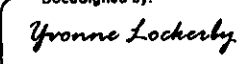
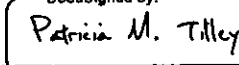

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England, Inc.		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number 05-95-90-902010-5530	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$306,450
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: 7/15/2022		1.12 Name and Title of Contractor Signatory Yvonne Lockerby VP of Centralized Operat	
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) By:  On: 7/19/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS
YL
Date 7/15/2022

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 YL
Date 7/15/2022

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

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

EXHIBIT A

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

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

Scope of Services

1. General Terms

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

2. Statement of Work

- 2.1. The Contractor shall provide family planning and reproductive health services to individuals in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:
 - 2.1.1. Uninsured.
 - 2.1.2. Underinsured.
 - 2.1.3. Individuals who are eligible and/or are receiving Medicaid services.
 - 2.1.4. Adolescents.
 - 2.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).
 - 2.1.6. Those in need of Confidential Services, as defined in 42 C.F.R. § 59.11.
 - 2.1.7. Individuals at or below 250 percent federal poverty level.
 - 2.1.8. Refugees.
 - 2.1.9. Persons at risk of unintended pregnancy due to substance abuse.
- 2.2. The Contractor shall provide services to a minimum of 10,826 individuals each State Fiscal Year of the Agreement.
- 2.3. The Contractor shall provide family planning and reproductive health services that include, but are not limited to:
 - 2.3.1. Clinical services.
 - 2.3.2. Sexually Transmitted 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.

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

- 2.3.5. Preconception Health for all individuals of childbearing age.
- 2.4. The Contractor shall make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Attachment 1, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.
- 2.5. The Contractor shall determine the eligibility of individuals for services under this Agreement in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 2.6. The Contractor shall update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administration's (HRSA's) annual Federal Poverty Guidelines, effective every February 1 of year each or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted every March of this Agreement, in accordance with the reporting calendar.
- 2.7. The Contactor shall provide documentation verifying proof of an established Electronic Medical Record (EMR) to the Department within thirty (30) days of Governor and Council approval of this Agreement.
- 2.8. The Contactor shall manually or electronically enter FPAR data elements as required by federal and any state required data elements into the Department's Family Planning database starting August 1, 2022.
- 2.9. Clinical Services
- 2.9.1. 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).
- 2.9.2. 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.
- 2.9.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the New Hampshire Family Planning Clinical Services Guidelines prior to providing any services under this Agreement.
- 2.9.4. 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.
- 2.9.5. The Contractor shall ensure any staff subsequently added to provide Title X services also sign the New Hampshire Family Planning Clinical

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

Services Guidelines signature page prior to providing direct care and/or education.

- 2.9.6. 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).
- 2.9.7. The Contractor shall provide a broad range of contraceptive methods including, but not limited to:
 - 2.9.7.1. Intrauterine device (IUD).
 - 2.9.7.2. Contraceptive Implant (Nexplanon).
 - 2.9.7.3. Contraceptive pills.
 - 2.9.7.4. Contraceptive injection (Depo-Provera).
 - 2.9.7.5. Condoms.
 - 2.9.7.6. Fertility awareness based methods (FABM).
- 2.9.8. 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.
- 2.9.9. The Contractor shall provide sterilization counseling and referral services to individuals seeking sterilization services.
- 2.10. Health Education and Outreach
 - 2.10.1. 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.
 - 2.10.2. 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.
 - 2.10.3. The Contractor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the Department within thirty (30) days of Governor and Council approval of this Agreement.
 - 2.10.4. 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:
 - 2.10.4.1. Sexually transmitted infections (STI).
 - 2.10.4.2. Contraceptive methods.

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- 2.10.4.3. Pre-conception care.
- 2.10.4.4. Achieving pregnancy/infertility.
- 2.10.4.5. Adolescent reproductive health.
- 2.10.4.6. Sexual violence.
- 2.10.4.7. Abstinence.
- 2.10.4.8. Pap tests/cancer screenings.
- 2.10.4.9. Substance misuse services.
- 2.10.4.10. Mental health.
- 2.10.5. The Contractor shall establish an I&E Committee and Advisory Board comprised of individuals within the targeted population or/ communities for which the materials are intended. The I&E Committee and Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:
 - 2.10.5.1. Race;
 - 2.10.5.2. Color;
 - 2.10.5.3. National origin;
 - 2.10.5.4. Handicapped condition;
 - 2.10.5.5. Sex, and
 - 2.10.5.6. Age.
- 2.10.6. 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:
 - 2.10.6.1. Materials are up to date on medical accuracy; and
 - 2.10.6.2. Materials are relevant and suitable for to the targeted populations identified in Subsection 1.1, in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
- 2.10.7. The Contractor shall ensure the I&E/Advisory Board assesses the Title X Reproduction and Sexual Health Program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement.
- 2.10.8. The Contractor shall ensure:
 - 2.10.8.1. The I&E Committee/Advisory Board meet two (2) times per year at a minimum.

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

2.10.8.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.

2.10.9. The Contractor shall submit a listing of the I&E materials to the Department annually on a set date as determined by the Department. Information listed must include, but is not limited to:

2.10.9.1. Title of the I&E material.

2.10.9.2. Subject.

2.10.9.3. Advisory Board approval date.

2.10.9.4. Publisher.

2.10.9.5. Date of publication.

2.11. Work Plan

2.11.1. 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.

2.11.2. The Contractor shall:

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

2.11.2.2. Revise the Work Plan accordingly; and

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

2.12. Site Visits

2.12.1. 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:

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

2.12.1.2. Pull medical charts; and

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2.12.1.3. Pull financial documents for auditing purposes.

2.13. Training

- 2.13.1. 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.
- 2.13.2. The Contractor shall ensure all family planning staff complete the Title X Orientation e-learning courses, including:
 - 2.13.2.1. "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects," and
 - 2.13.2.2. "Introduction to Reproductive Anatomy and Physiology."
- 2.13.3. The Contractor shall ensure all family planning staff complete yearly Title X training(s) on topics including:
 - 2.13.3.1. Mandatory Reporting for abuse, rape, incest, and human trafficking;
 - 2.13.3.2. Family Involvement and Coercion;
 - 2.13.3.3. Non-Discriminatory Services; and
 - 2.13.3.4. Sexually Transmitted Disease.
- 2.13.4. The Contractor shall ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools.
- 2.13.5. The Contractor shall ensure all family planning clinical staff participate in the annual STI/Sexual Health webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:
 - 2.13.5.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
 - 2.13.5.2. 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.
 - 2.13.5.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
- 2.13.6. The Contractor shall keep and maintain staff training logs available to the Department upon request.

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2.14. Staffing

2.14.1. 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.

2.14.2. 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.

2.14.3. 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.

2.14.4.

2.14.5. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Work. The Contractor shall:

2.14.5.1. 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.

2.14.5.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.

2.14.5.3. 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.

2.14.5.4. 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.

2.14.6. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:

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- 2.14.6.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.
- 2.14.6.1.2. A critical position is vacant for more than thirty (30) days; and
- 2.14.6.1.3. There is not adequate staffing available to perform required services for more than thirty (30) days.
- 2.14.6.1.4. If a clinical site is closed for more than thirty (30) days and/or is permanently closed.

3. Exhibits Incorporated

- 3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting and Deliverables

- 4.1. The Contractor shall develop and submit the reports as specified in Attachment 5, Family Planning Reporting Calendar to the Department on time, in accordance with the dates in the Reporting Calendar. Reports and reporting activities include but are not limited to:
 - 4.1.1. Tracking and reporting Family Planning and Sexual Health Services performance indicators and measures using Data Trend Tables (DTT) and work plans.
 - 4.1.2. Developing and submitting an Outreach and Education Report to the Department on an annual basis no later than August 31, or as specified by the Department, which outlines the program promotion activities and events including, but not limited to:
 - 4.1.2.1. Outreach to schools.
 - 4.1.2.2. Community resource programs.
 - 4.1.2.3. Social media.
 - 4.1.2.4. Community table events.

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- 4.1.3. Collecting and reporting general data consistent with current Title X Federal requirements through the NH FPP data system.
 - 4.1.4. 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.
 - 4.1.5. Submitting any requested FPAR documents to the Department each State Fiscal Year of the Agreement, in accordance with the Reporting Calendar, in order for the Department to monitor and report program performance to the Office of Population Affairs (45 CFR §742 and 45 CFR §923).
- 4.2. The Contractor shall develop and submit an Annual Performance Measure Outcomes Report to the Department on an annual basis no later than August 31, or as directed by the Department.
 - 4.3. The Contractor shall provide records of employee salaries and wages that accurately reflect all work performed to the Department upon request. Such records shall include, but are not limited to:
 - 4.3.1. All activity(s) for which each employee is compensated; and
 - 4.3.2. The total amount of time spent performing each activity.
- 5. Performance Measures**
- 5.1. The Department will monitor Contractor performance through the required Reporting and Deliverables in Section 3, and the Performance Measures included in Attachment 6, 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

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access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.2. Credits and Copyright Ownership

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

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

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

6.2.3.1. Brochures.

6.2.3.2. Resource directories.

6.2.3.3. Protocols or guidelines.

6.2.3.4. Posters.

6.2.3.5. Reports.

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

6.3. Operation of Facilities: Compliance with Laws and Regulations

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

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all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

7. Records

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

7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

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

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

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% State General funds.
2. The Contractor shall not utilize any funds provided under this Agreement for abortion services.
3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 3.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in Exhibit C-1 - Family Planning Funds Budget through Exhibit C-3 – Family Planning 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.
 - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to 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

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

- if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
 10. Should the Contractor not meet the approximate number of clients served in Year One (1) of the Contract Period, as specified in Subsection 1.2 of Exhibit B. Scope of Services, the Department may adjust the State Fiscal Year funding amount for Year Two (2) of the Contract Period through a Contract Amendment subject to Governor and Council approval.
 11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
 13. Audits
 - 13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov 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.

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

- 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.

BT-1.0

Exhibit C-1

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>Planned Parenthood of Northern New England</u>	
Budget Request for: <u>Family Planning Services</u>	
Budget Period <u>GC Approval - 6/30/2023</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$123,245
2. Fringe Benefits	\$31,695
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>	\$648
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$1,513
5.(c) Supplies - Pharmacy	\$18,859
5.(d) Supplies - Medical	\$10,070
5.(e) Supplies Office	\$771
6. Travel	\$2,089
7. Occupancy	\$0
8. (a) Current Expenses - Telephone	\$633
8. (b) Current Expenses - Postage	\$1,325
8. (c) Current Expenses - Subscriptions	\$1,304
8. (d) Current Expenses - Audit and Legal	\$0
8. (e) Current Expenses - Insurance	\$1,373
8. (f) Current Expenses - Board Expenses	\$0
9. Software	\$0
10. Marketing/Communications	\$881
11. Education and Training	\$408
12. Subrecipient Contracts	\$0
13. Other - Other (specify below)	
<i>Other - Outside Printing</i>	\$548
<i>Other - Bank Fees/Miscellaneous</i>	\$1,311
<i>Other - Professional Services</i>	\$7,628
<i>Other (please specify)</i>	\$0
Total Direct Costs	\$204,300
Total Indirect Costs	\$0
TOTAL	\$204,300


 Contractor Initials

BT-1.0

Exhibit C-2

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>Planned Parenthood of Northern New England</u>	
Budget Request for: <u>Family Planning Services</u>	
Budget Period <u>7/1/2023 - 12/31/2023</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$61,622
2. Fringe Benefits	\$15,847
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>	\$324
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$757
5.(c) Supplies - Pharmacy	\$9,430
5.(d) Supplies - Medical	\$5,035
5.(e) Supplies Office	\$386
6. Travel	\$1,044
7. Occupancy	\$0
8. (a) Current Expenses - Telephone	\$316
8. (b) Current Expenses - Postage	\$663
8. (c) Current Expenses - Subscriptions	\$652
8. (d) Current Expenses - Audit and Legal	\$0
8. (e) Current Expenses - Insurance	\$686
8. (f) Current Expenses - Board Expenses	\$0
9. Software	\$0
10. Marketing/Communications	\$440
11. Education and Training	\$204
12. Subrecipient Contracts	\$0
13. Other - Other (specify below)	
<i>Other - Outside Printing</i>	\$274
<i>Other - Bank Fees/Miscellaneous</i>	\$655
<i>Other - Professional Services</i>	\$3,814
<i>Other (please specify)</i>	\$0
Total Direct Costs	\$102,150
Total Indirect Costs	\$0
TOTAL	\$102,150


 Contractor Initials

Date 7/15/2022

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: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:

Yvonne Lockerby

Name: Yvonne Lockerby

Title: VP of Centralized Operations

Vendor Initials YL
Date 7/15/2022



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

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

Vendor Name: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:

 Name: Yvonne Lockerby
 Title: VP of Centralized Operations

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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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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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:
Yvonne Lockerby
Name: Yvonne Lockerby
Title: VP of Centralized Operations

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Contractor Initials
Date 7/15/2022



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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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: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:
Yvonne Lockerby
Name: Yvonne Lockerby
Title: vp of centralized operations

Exhibit G

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

Contractor Initials YL
Date 7/15/2022



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: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:
Yvonne Lockerby
Name: Yvonne Lockerby
Title: VP of Centralized operations

Contractor Initials YL
Date 7/15/2022



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.

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Contractor Initials YL

Date 7/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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 Associate possesses

3/2014

Contractor Initials YL

Date 7/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

The State by:
Patricia M. Tilley

Signature of Authorized Representative
 Patricia M. Tilley

Name of Authorized Representative
 Director

Title of Authorized Representative

7/18/2022

Date

Planned Parenthood ONE

Name of the Contractor
Yvonne Lockerby

Signature of Authorized Representative
 Yvonne Lockerby

Name of Authorized Representative
 VP of Centralized Operations

Title of Authorized Representative

7/15/2022

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: Planned Parenthood ONE

7/15/2022

Date

DocuSigned by:

Yvonne Lockerby

Name: Yvonne Lockerby

Title: vp of Centralized Operations

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Contractor Initials

Date 7/15/2022



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: KYK8T3TFYH3
- 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:

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

NO X YES

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES
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Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 1.0
Effective Date: [July 1, 2022] Next Review Date: [July 1, 2023]

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 | * Blood Pressure Reading |
| * Pelvic Examination | * HIV/STI Testing |

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

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or sterilization. The counseling should include a thorough discussion of the following:

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

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

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

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

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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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
- 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.

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

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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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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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Sub-Grantee Authorizing Signature:

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

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

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


B. Delegate Requirements:

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

The standard package of services includes:

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

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

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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

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

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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).
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


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- 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
 - o Syphilis
 - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis.
 - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
 - o Hepatitis C
 - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.
4. Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations.
(<https://www.cdc.gov/std/ept/default.htm>)
5. Provide STD/HIV risk reduction counseling.

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

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography
- Genital Examination for adolescent males to assess normal growth and development and other common genital findings.

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

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

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

V. Guidelines for Other Medical Services

A. Postpartum Services

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

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered.

C. Minor Gynecological Problems

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

D. Genetic Screening

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

VI. Referrals

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

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

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

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies. Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols.

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016.
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016
https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm?s_cid=rr6504a1_w
 - CDC MEC and SPR are available as a mobile app:
<https://www.cdc.gov/mobile/mobileapp.html>
- Bedsider: <https://www.bedsider.org/>
 - Evidence-based resource for contraceptive counseling for patients and providers

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- “Emergency Contraception,” ACOG, *ACOG Practice Bulletin, No 152*, September, 2015. (Reaffirmed 2018). <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception>
- “Long-Acting Reversible Contraception: Implants and Intrauterine Devices,” ACOG Practice Bulletin Number 186, November 2017. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices>
- ACOG LARC program: clinical, billing, and policy resources. <https://www.acog.org/practice-management/coding>
- *Contraceptive Technology*, Hatcher, et al. 21st Revised Edition. <http://www.contraceptivetechology.org/the-book/>
- *Managing Contraceptive Pill Patients*, Richard P. Dickey.
- Emergency Contraception: <https://www.acog.org/patient-resources/faqs/contraception/emergency-contraception>
- Condom Effectiveness: <http://www.cdc.gov/condomeffectiveness/index.html>

Preventative Care

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

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

Adolescent Health

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

Sexually Transmitted Diseases

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

Pregnancy testing and counseling/Early pregnancy management

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

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- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9 <https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition>
- “Early pregnancy loss.” ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018;132:e197–207. <https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss>

Fertility/Infertility counseling and basic workup


- American Society for Reproductive Medicine (ASRM) <http://www.asrm.org>
 - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility. Optimizing natural fertility: a committee opinion. Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58
 - Practice Committee of the American Society for Reproductive Medicine. Diagnostic evaluation of the infertile female: a committee opinion. Fertil Steril. 2015 Jun;103(6):e44-50. doi: 10.1016/j.fertnstert.2015.03.019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling. ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. <https://www.acog.org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling>

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at <http://www.acog.org> Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018. Can be purchased by Phone: (800) 762-2264 or (770) 280-4184, or through the Online bookstore: <https://sales.acog.org/2019-Compendium-of-Selected-Publications-USB-Drive-P498.aspx>

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- American Cancer Society. <http://www.cancer.org/>
- Agency for Healthcare Research and Quality <http://www.ahrq.gov/clinic/cpgsix.htm>
- Partners in Information Access for the Public Health Workforce
phpartners.org/ph_public/
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health.
<http://www.whijournal.com>
- American Medical Association, Information Center <http://www.ama-assn.org/ama>
- US DHHS, Health Resources Services Administration (HRSA)
<http://www.hrsa.gov/index.html>
- "Reproductive Health Online (Reproline)", Johns Hopkins University
<http://www.reprolineplus.org>
- National Guidelines Clearinghouse (NGCH) <http://www.guideline.gov>
- Know & Tell, child abuse and neglect. Information and trainings:
<https://knowandtell.org/>

Additional Resources:

- American Society for Reproductive Medicine: <http://www.asrm.org>
- Centers for Disease Control & Prevention A to Z Index: <http://www.cdc.gov/az/b.html>
- Emergency Contraception 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

NH FAMILY PLANNING PROGRAM



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

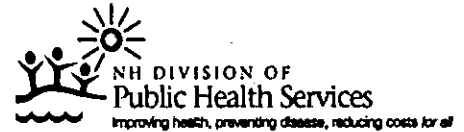
The I&E/Advisory Committee must review and approve all I&E materials (print and electronic) developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency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



Community Participation, Education and Project Promotion Policy		
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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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: _____

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

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: _____

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
NH FAMILY PLANNING - SFY 22-23
(Contract Period – January 1, 2022 – June 30, 2023)

AGENCY: _____ COMPLETED BY: _____

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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**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: _____

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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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: _____

Sample Work Plan

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

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

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

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

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

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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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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>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>	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	PLANNED ACTIVITIES
•	•
	EVALUATION ACTIVITIES
•	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY 22 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022</i>	
____ Target/Objective Met	
Narrative: <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
____ Target/Objective Not Met	
Narrative for Not Meeting Target: <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <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)	
SFY 23 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023</i>	
____ Target/Objective Met	
Narrative: <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
____ Target/Objective Not Met	
Narrative for Not Meeting Target: <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
Proposed Improvement Plan: <i>Explain what your agency will do (differently) to achieve target/objective for next year</i>	

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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>	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	PLANNED ACTIVITIES
	•
	EVALUATION ACTIVITIES
	•
WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)	
SFY 22 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022</i>	
_____ Target/Objective Met Narrative: <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> _____ Target/Objective Not Met Narrative for Not Meeting Target:	
Proposed Improvement Plan: <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)	
SFY 23 Outcome: <i>Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023</i>	
_____ Target/Objective Met Narrative: <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i> _____ Target/Objective Not Met Narrative for Not Meeting Target: <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i> Proposed Improvement Plan: <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

<u>Due within 30 days of G&C approval:</u>	
<ul style="list-style-type: none"> • 2022 Clinical Guidelines signatures • 2023-2024 Work Plan 	
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	Reporting Requirement:
August 31, 2022	<ul style="list-style-type: none"> • Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT) • HIV/STI, Abstinence, and Minors Counseling Policies
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"> • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
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 (http://ow.ly/NBJG30dmcF7)
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)
SFY 24 (July 1, 2023 – June 30, 2024)	
July 2023	NH DHHS Sexual Health Webinar Signatures
August 31, 2023	<ul style="list-style-type: none"> • Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT) • Public Health Sterilization Records (April-June) • HIV/STI, Abstinence, and Minors Counseling Policies
October 6, 2023	Public Health Sterilization Records (July-September)
January 12, 2024	FPAR Reporting: <ul style="list-style-type: none"> • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
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"> • Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT) • Public Health Sterilization Records (October - December)

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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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

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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 DATE 7/15/2022

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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YL
 DATE 7/15/2022

State of New Hampshire

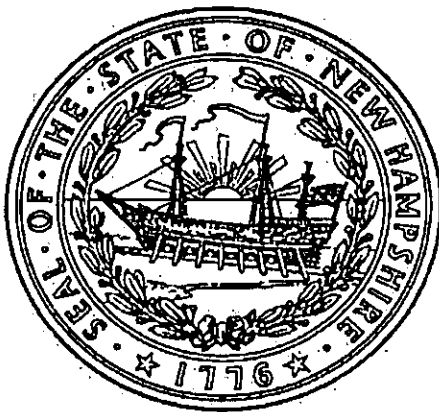
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77950

Certificate Number: 0005831992



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of July A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

Margot Milliken
I, _____, of Planned Parenthood Northern New England (PPNNE), do hereby certify that:

1. I am a duly elected Board Chair of Planned Parenthood of Northern New England.

2. The following is a true copy of the resolutions duly adopted at a meeting of the Board of Trustees of the corporation duly held on 11 September 2021:

That, it being in the best interests of the Corporation, Nicole Clegg, Senior VP of Public Policy, Yvonne Lockerby, VP of Centralized Operations, and Kai Williams, Senior VP of Health Care Delivery, are each hereby appointed, designated and authorized, acting singly, to exercise the power and authority of the Corporation's Chief Executive Officer on an interim basis until their resignation or removal or a new Chief Executive Officer has been appointed by the Board.

And:

That the President/CEO is authorized on behalf of Planned Parenthood of Northern New England to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. Yvonne Lockerby is the duly elected Vice President of Centralized Operations at this corporation.

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

Date: 7/14/2022

DocuSigned by:

Margot Milliken

45874888F475475...

Signature of Elected Official

Name: Margot Milliken

Title: Board chair PPNNE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____														
CNI01357758-WC-30-30-22-23 COL,VT GUV	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co.</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : National Union Fire Ins. Co.	19445	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

INSURED
 PLANNED PARENTHOOD OF NORTHERN
 NEW ENGLAND, AN AFFILIATE OF PLANNED
 PARENTHOOD FEDERATION OF AMERICA, INC.
 784 HERCULES DR, SUITE 110
 COLCHESTER, VT 05446

COVERAGES CERTIFICATE NUMBER: NYC-011359337-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			82695195	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			086396874	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 16433074	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES 129 PLEASANT STREET CONCORD, NH 03301-0385	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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AGENCY CUSTOMER ID: CN101357758

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER		COLCHESTER, VT 05446	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

About Us

Planned Parenthood of Northern New England (PPNNE) is the largest reproductive health care and sexuality education provider and advocate in northern New England with health centers across Maine, New Hampshire and Vermont.

Our Mission

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



Planned Parenthood of Northern New England, Inc. and Related Entities

CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2021

(with Comparative Totals for the Six Months Ended June 30, 2020)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of June 30, 2021, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

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

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

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of June 30, 2021, and the consolidated results of its operations, changes in its net assets and its cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Other Matter

Report on Summarized Comparative Information

We have previously audited PPNNE's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 15, 2020. In our opinion, the summarized comparative information presented herein as of and for the six months ended June 30, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 10, 2021
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

June 30, 2021

(With Comparative Totals for June 30, 2020)

	ASSETS			
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
Current assets				
Cash	\$ 6,060,134	\$ 1,944,439	\$ 8,004,573	\$ 9,814,257
Accounts receivable, net	1,620,934	-	1,620,934	1,332,203
Contributions receivable, net	206,119	435,186	641,305	681,914
Other	<u>886,269</u>	<u>-</u>	<u>886,269</u>	<u>1,612,741</u>
Total current assets	<u>8,773,456</u>	<u>2,379,625</u>	<u>11,153,081</u>	<u>13,441,115</u>
Property and equipment				
Land	35,657	-	35,657	35,657
Buildings	2,747,527	-	2,747,527	2,726,586
Leasehold improvements	7,434,010	-	7,434,010	7,324,312
Furniture, fixtures and equipment	<u>4,017,393</u>	<u>-</u>	<u>4,017,393</u>	<u>3,773,511</u>
	14,234,587	-	14,234,587	13,860,066
Less accumulated depreciation and amortization	<u>(9,910,118)</u>	<u>-</u>	<u>(9,910,118)</u>	<u>(8,853,265)</u>
Property and equipment, net	<u>4,324,469</u>	<u>-</u>	<u>4,324,469</u>	<u>5,006,801</u>
Other assets				
Contributions receivable, net of current portion	-	923,128	923,128	19,324
Long-term investments	4,807,996	1,785,379	6,593,375	5,049,747
Other	<u>125,677</u>	<u>649,523</u>	<u>775,200</u>	<u>664,232</u>
Total other assets	<u>4,933,673</u>	<u>3,358,030</u>	<u>8,291,703</u>	<u>5,733,303</u>
Total assets	<u>\$ 18,031,598</u>	<u>\$ 5,737,655</u>	<u>\$ 23,769,253</u>	<u>\$ 24,181,219</u>

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

LIABILITIES AND NET ASSETS

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
Current liabilities				
Current portion of long-term debt	\$ 11,745	\$ -	\$ 11,745	\$ 11,195
Accounts payable and other current liabilities	1,520,308	-	1,520,308	1,921,933
Accrued salaries and benefits	1,735,534	-	1,735,534	1,703,712
Paycheck Protection Program (PPP) loan	<u>2,717,300</u>	<u>-</u>	<u>2,717,300</u>	<u>2,717,300</u>
Total current liabilities	5,984,887	-	5,984,887	6,354,140
Long-term debt, net of current portion	<u>221,682</u>	<u>-</u>	<u>221,682</u>	<u>233,267</u>
Total liabilities	<u>6,206,569</u>	<u>-</u>	<u>6,206,569</u>	<u>6,587,407</u>
Net assets				
Without donor restrictions	11,825,029	-	11,825,029	14,031,345
With donor restrictions	<u>-</u>	<u>5,737,655</u>	<u>5,737,655</u>	<u>3,562,467</u>
Total net assets	<u>11,825,029</u>	<u>5,737,655</u>	<u>17,562,684</u>	<u>17,593,812</u>
Total liabilities and net assets	<u>\$ 18,031,598</u>	<u>\$ 5,737,655</u>	<u>\$ 23,769,253</u>	<u>\$ 24,181,219</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities and Changes in Net Assets

Year Ended June 30, 2021

(With Comparative Totals for the Six Months Ended June 30, 2020)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
Operating revenue and support				
Net patient service revenue	\$ 10,866,335	\$ -	\$ 10,866,335	\$ 5,104,963
Grants and contracts	4,544,553	593,000	5,137,553	2,249,721
Contributions and bequests	7,862,232	2,426,059	10,288,291	4,524,572
Investment income (losses)	1,041,646	379,267	1,420,913	(326,220)
Other	<u>528,162</u>	<u>-</u>	<u>528,162</u>	<u>104,463</u>
	24,842,928	3,398,326	28,241,254	11,657,499
Net assets released from restrictions	<u>1,260,134</u>	<u>(1,260,134)</u>	<u>-</u>	<u>-</u>
Total operating revenue and support	<u>26,103,062</u>	<u>2,138,192</u>	<u>28,241,254</u>	<u>11,657,499</u>
Operating expenses				
Program services				
Direct patient services	20,169,411	-	20,169,411	10,277,165
Education and outreach	239,915	-	239,915	123,941
Public policy	2,786,314	-	2,786,314	1,070,793
Marketing and communication	<u>204,482</u>	<u>-</u>	<u>204,482</u>	<u>154,937</u>
Total program services	<u>23,400,122</u>	<u>-</u>	<u>23,400,122</u>	<u>11,626,836</u>
Support services				
General and administrative	3,399,626	-	3,399,626	1,474,276
Fundraising	<u>1,509,630</u>	<u>-</u>	<u>1,509,630</u>	<u>804,940</u>
Total support services	<u>4,909,256</u>	<u>-</u>	<u>4,909,256</u>	<u>2,279,216</u>
Total expenses	<u>28,309,378</u>	<u>-</u>	<u>28,309,378</u>	<u>13,906,052</u>
Changes in net assets from operations	<u>(2,206,316)</u>	<u>2,138,192</u>	<u>(68,124)</u>	<u>(2,248,553)</u>
Other changes				
Contributions	<u>-</u>	<u>36,996</u>	<u>36,996</u>	<u>-</u>
Total other changes	<u>-</u>	<u>36,996</u>	<u>36,996</u>	<u>-</u>
Change in net assets	(2,206,316)	2,175,188	(31,128)	(2,248,553)
Net assets, beginning of year	<u>14,031,345</u>	<u>3,562,467</u>	<u>17,593,812</u>	<u>19,842,365</u>
Net assets, end of year	<u>\$ 11,825,029</u>	<u>\$ 5,737,655</u>	<u>\$ 17,562,684</u>	<u>\$ 17,593,812</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Year Ended June 30, 2021

(With Comparative Totals for the Six Months Ended June 30, 2020)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2021 Total	2020 Total
Payroll and related costs	\$ 13,517,993	\$ 186,966	\$ 1,742,394	\$ 112,722	\$ 15,560,075	\$ 1,453,279	\$ 1,259,102	\$ 2,712,381	\$ 18,272,456	\$ 9,240,486
Contraceptive supplies	1,322,667	-	-	-	1,322,667	-	-	-	1,322,667	605,582
Outside laboratory fees	205,839	-	-	-	205,839	-	-	-	205,839	108,482
Occupancy costs	2,002,325	28,378	161,471	17,213	2,209,387	161,485	66,036	227,521	2,436,908	1,225,315
Medical supplies	826,165	957	-	-	827,122	-	-	-	827,122	430,342
Professional services	483,912	45	118,292	6,420	608,669	1,407,110	14,538	1,421,648	2,030,317	838,262
Advertising	-	-	525,248	60,605	585,853	14,891	-	14,891	600,744	137,534
Insurance and taxes	257,979	630	3,609	324	262,542	11,847	1,193	13,040	275,582	146,813
Printing and postage	124,494	2,806	5,700	6,200	139,200	3,773	56,070	59,843	199,043	87,157
Dues and materials	82,547	4,854	70,938	-	158,339	6,155	1,588	7,743	166,082	60,501
Interest expense	11,816	-	-	-	11,816	-	-	-	11,816	6,125
Other	389,459	13,538	131,956	998	535,951	271,083	96,915	367,998	903,949	467,029
Total expenses before depreciation and amortization	19,225,196	238,174	2,759,608	204,482	22,427,460	3,329,623	1,495,442	4,825,065	27,252,525	13,353,628
Depreciation and amortization	944,215	1,741	26,706	-	972,662	70,003	14,188	84,191	1,056,853	552,424
Total expenses	\$ 20,169,411	\$ 239,915	\$ 2,786,314	\$ 204,482	\$ 23,400,122	\$ 3,399,626	\$ 1,509,630	\$ 4,909,256	\$ 28,309,378	\$ 13,906,052

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

Year Ended June 30, 2021

(With Comparative Totals for the Six Months Ended June 30, 2020)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ (31,128)	\$ (2,248,553)
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation and amortization	1,056,853	552,424
Revenue from contributed securities	(629,774)	(402,550)
Proceeds of contributed securities	629,774	402,550
Unrealized/realized (gain) loss on investments	(1,359,662)	366,968
Change in value of beneficial interest in trusts	(117,190)	(1,608)
(Increase) decrease in		
Accounts receivable	(288,731)	385,945
Contributions receivable	(863,195)	111,202
Other current assets	726,472	132,201
Other long-term assets	6,222	33,558
(Decrease) increase in		
Accounts payable and other current liabilities	(363,218)	244,028
Accrued salaries and benefits	31,822	785,433
PPP loan	-	2,717,300
Net cash (used) provided by operating activities	<u>(1,201,755)</u>	<u>3,078,898</u>
Cash flows from investing activities		
Purchases of property and equipment	(412,928)	(382,830)
Proceeds from sale of investments	5,943,570	757,198
Purchases of investments	<u>(6,127,536)</u>	<u>(774,061)</u>
Net cash used by investing activities	<u>(596,894)</u>	<u>(399,693)</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(11,035)</u>	<u>(5,301)</u>
Net cash used by financing activities	<u>(11,035)</u>	<u>(5,301)</u>
Net (decrease) increase in cash	(1,809,684)	2,673,904
Cash, beginning of year	<u>9,814,257</u>	<u>7,140,353</u>
Cash, end of year	\$ <u>8,004,573</u>	\$ <u>9,814,257</u>
Supplemental disclosure:		
Noncash investing and financing transactions		
Purchases of property and equipment included in accounts payable and other current liabilities	\$ <u>29,831</u>	\$ <u>68,238</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

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Nature of Activities

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

PPNNE has established nonprofit corporations for the purpose of expanding lobbying activities for the states of Maine, New Hampshire and Vermont. Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements. PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards, therefore requiring the operations of the Action Funds to be consolidated with the operations of PPNNE.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds (collectively known as PPNNE). All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the six months ended June 30, 2020, from which the summarized information was derived.

Use of Estimates

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

Basis of Statement Presentation

The consolidated financial statements of PPNNE have been prepared in accordance with U.S. GAAP, which require PPNNE to report information regarding its consolidated financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of PPNNE or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities and changes in net assets.

Uncertainty Related to Coronavirus

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

The Coronavirus Aid, Relief, and Economic Security (CARES) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). PPNNE received PRF in the amount of \$683,514 during the year ended June 30, 2021. These funds were to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2022. The PRF are considered contributions and are recognized as income when qualifying expenditures or lost revenues have been incurred. PPNNE incurred qualifying COVID-19 related expenses and revenue losses to fully recognize the PRF at June 30, 2021. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, the amount of income allowed to be recognized may change. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in the consolidated statement of activities and changes in net assets in the year that such amounts become known.

On April 13, 2020, PPNNE received a loan in the amount of \$2,717,300 pursuant to the PPP, a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act. The principal amount of the PPP was subject to forgiveness, upon PPNNE's request, to the extent that the proceeds were used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by PPNNE during a specific covered period. Forgiveness is subject to approval by the lending institution and the SBA. The full amount of the PPP loan received is reported as a refundable advance in the current liabilities section of the statement of financial position at June 30, 2021 and June 30, 2020, as PPNNE has chosen to follow the conditional contribution model to account for the PPP loan. In September 2021, PPNNE received notification of full forgiveness of the PPP loan.

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In November 2021, HHS released American Rescue Plan Rural Payments to providers who serve rural Medicaid and Medicare beneficiaries. PPNNE received approximately \$197,000 of American Rescue Plan Rural Payments.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support for net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of activities and changes in net assets as net assets released from restrictions.

Income Taxes

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

Cash

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

Accounts Receivable, Net

Net accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. In evaluating the collectibility of patient accounts receivable, PPNNE analyzes past results regularly and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowances.

The beginning balance of accounts receivable, as of January 1, 2020, was \$1,718,148.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and

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property and equipment are reported as support with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than \$1,000 are capitalized.

Investments

PPNNE reports its investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported as a change in net assets from operations in the consolidated statement of activities and changes in net assets. Investments include all equity securities with readily determinable fair values and all investments in debt securities.

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the net assets without donor restrictions category.

Change in Net Assets from Operations

The consolidated statement of activities and changes in net assets report the change in net assets from operations. The changes in net assets which are excluded from this measurement include contributions which are restricted by the donor to be maintained in perpetuity or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue and Accounts Receivable

Net patient service revenue is reported at the amount that reflects consideration to which PPNNE expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors, and others. Generally, PPNNE bills the patients and third-party payors after services are performed. Revenues are recognized on the date of service as the service and products are delivered to the patient by PPNNE. Net revenue and the related receivables are recorded at amounts estimated to be received under reimbursement arrangements with patients and third-party payors, including private insurers, health maintenance organizations, Medicare, and Medicaid. The basis for payment under these arrangements includes payor fee schedules, standard charge rates, and discounted rates. PPNNE determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. PPNNE determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES**Notes to the Consolidated Financial Statements****June 30, 2021****(With Comparative Totals for June 30, 2020)**

Due to the reimbursement environment in which PPNNE operates, certain estimates are required to record net revenue and accounts receivable at their net realizable values. Specifically, the complexity of many third-party billing arrangements and the uncertainty of reimbursement amounts for services may result in adjustment to amounts originally recorded. Such adjustments are typically identified and recorded at the point of cash application, claim denial, account review, or payor postpayment audit.

PPNNE recognizes patient service revenue associated with services rendered to patients who have third-party coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, PPNNE recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of PPNNE's uninsured patients will be unable or unwilling to pay for the services rendered.

The net patient service revenue percentage by third-party payors and patients for the year ended June 30, 2021 and the six months ended June 30, 2020 was as follows:

	<u>2021</u>	<u>2020</u>
Commercial	58 %	61 %
Medicare and Medicaid	30	26
Private pay	<u>12</u>	<u>13</u>
	<u>100 %</u>	<u>100 %</u>

Charity Care

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

The following information measures the level of charity care provided during the year ended June 30, 2021 and the six months ended June 30, 2020:

	<u>2021</u>	<u>2020</u>
Charges foregone, based on established rates	<u>\$ 5,378,592</u>	<u>\$ 3,264,953</u>
Estimated costs and expenses incurred to provide charity care	<u>\$ 5,308,000</u>	<u>\$ 3,070,000</u>
Equivalent percentage of charity care charges to gross patient charges	<u>18.75%</u>	<u>22.08%</u>

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

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Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through December 10, 2021, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

In September 2021, PPNNE received notification of full forgiveness of the PPP loan. PPNNE is expected to recognize these funds as revenue in the year ending June 30, 2022.

Throughout the fiscal year, union negotiations for PPNNE's employees were taking place. In September 2021, three-year collective bargaining agreements were ratified for its Maine employees and its New Hampshire and Vermont employees under separate contracts. Approximately 75% of PPNNE's workforce will be covered by the agreements.

2. Availability and Liquidity of Financial Assets

PPNNE regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. PPNNE has various sources of liquidity at its disposal, including cash, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, PPNNE considers all expenditures related to its ongoing activities, and general and administrative services undertaken to support those ongoing activities, to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, PPNNE operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings.

PPNNE had working capital less assets with restrictions of \$2,788,569 and \$5,387,996 at June 30, 2021 and 2020, respectively. PPNNE had average days (based on normal expenditures) cash and investments without donor restrictions on hand of 146 at June 30, 2021 and 169 at June 30, 2020.

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At June 30, the following financial assets could readily be available within one year of the consolidated statement of financial position date to meet general expenditure:

	<u>2021</u>	<u>2020</u>
Financial assets		
Cash	\$ 6,060,134	\$ 8,563,930
Accounts receivable, net	1,620,934	1,332,203
Contributions receivable, net	641,305	233,262
Grants receivable due in one year or less for operations	248,863	447,434
Investments without board-designation or donor-restrictions	1,907,774	837,694
Estimated appropriation of donor-restricted endowed funds for use over the next 12 months	60,500	56,000
Estimated appropriation of board-designated endowed funds for use over the next 12 months	<u>151,800</u>	<u>140,700</u>
Total financial assets expected to be available within 12 months	10,691,310	11,611,223
Financial assets with restrictions		
Board-designated cash for capital acquisitions	<u>(403,016)</u>	<u>(512,411)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 10,288,294</u>	<u>\$ 11,098,812</u>

PPNNE's Board of Trustees has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees.

PPNNE also has a line of credit available to meet short-term needs, as disclosed in Note 6.

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3. Contributions Receivable

Contributions receivable consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Contributions for		
Operating purposes	\$ 1,621,153	\$ 327,760
Operating purposes, time restriction	20,152	30,152
Laura Fund	<u>-</u>	<u>346,443</u>
Contributions receivable, gross	1,641,305	704,355
Less allowance for uncollectible contributions and unamortized discounts of approximately 0.8%	<u>(76,872)</u>	<u>(3,117)</u>
Contributions receivable, net	1,564,433	701,238
Less contributions receivable, current portion	<u>641,305</u>	<u>681,914</u>
Contributions receivable, net of current portion	\$ <u>923,128</u>	\$ <u>19,324</u>

Contributions are due as follows at June 30:

	<u>2021</u>	<u>2020</u>
Less than one year	\$ 641,305	\$ 681,914
Two to five years	<u>1,000,000</u>	<u>22,441</u>
Contributions receivable, gross	\$ <u>1,641,305</u>	\$ <u>704,355</u>

4. Beneficial Interest in Trusts

PPNNE is a member of the Planned Parenthood Federation of America, Inc. (PPFA), a national organization, and pays quarterly dues to PPFA for program support provided. PPFA administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the period in which it is notified of its interest.

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

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The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 0.78% and 0.45% discount rate as of June 30, 2021 and 2020, respectively.

Beneficial interest in trusts, included in other long-term assets in the consolidated statement of financial position, consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Charitable gift annuities	\$ 124,547	\$ 72,243
Charitable remainder unitrusts	<u>524,976</u>	<u>460,090</u>
	<u>\$ 649,523</u>	<u>\$ 532,333</u>

5. Investments

The market value of the investments at June 30 is as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 254,713	\$ 69,516
Mutual funds	3,653,735	4,702,863
Common stocks	2,273,254	-
Exchange traded funds	393,215	277,368
Other	<u>18,458</u>	<u>-</u>
	<u>\$ 6,593,375</u>	<u>\$ 5,049,747</u>

Investment income (loss) is summarized as follows for the year ended June 30, 2021 and the six months ended June 30, 2020:

	<u>2021</u>	<u>2020</u>
Interest and dividend income	\$ 83,961	\$ 53,010
Realized gain	121,912	44,602
Unrealized gain (loss)	1,237,750	(411,570)
Investment fees	<u>(22,710)</u>	<u>(12,262)</u>
	<u>\$ 1,420,913</u>	<u>\$ (326,220)</u>

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

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6. Line of Credit

PPNNE has a \$1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (4.00% at June 30, 2021). The line of credit agreement expires on February 15, 2022. Under the terms of the agreement, investments without donor restrictions not to exceed \$2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of June 30, 2021 and 2020.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was not in compliance with this ratio for the year ended June 30, 2021 and obtained a waiver from the bank.

7. Long-Term Debt

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$1,904, including interest at 4.87%, through September 2025, with a balloon payment for the remaining balance due at maturity; collateralized by buildings.	\$ 233,427	\$ 244,462
Less current portion	<u>11,745</u>	<u>11,195</u>
Long-term debt, excluding current portion	<u>\$ 221,682</u>	<u>\$ 233,267</u>

Future maturities of long-term debt are as follows:

2022	\$ 11,745
2023	12,329
2024	12,943
2025	13,588
2026	<u>182,822</u>
	<u>\$ 233,427</u>

Cash paid for interest approximates interest expense for the year ended June 30, 2021 and the six months ended June 30, 2020.

Under the terms of the People's United Bank mortgage note agreement, PPNNE is required to maintain the same debt service coverage ratio as described in Note 6. PPNNE was not in compliance with this covenant for the year ended June 30, 2021 and obtained a waiver from the bank.

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8. Operating Leases

PPNNE rents certain facilities and leases office equipment from third parties under agreements reflected as operating leases. The total facility rent expense was \$1,349,158 and \$690,865 for the year ended June 30, 2021 and the six months ended June 30, 2020, respectively. Total equipment lease expense was \$26,103 and \$13,252 for the year ended June 30, 2021 and the six months ended June 30, 2020, respectively.

Future minimum lease commitments are approximately as follows:

2022	\$ 1,048,000
2023	977,000
2024	999,000
2025	1,028,000
2026	775,000
Thereafter	<u>1,330,000</u>
	<u>\$ 6,157,000</u>

9. Commitments and Contingencies**Grants and Contracts**

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

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and has properly accounted for them in the consolidated financial statements as of June 30, 2021 and 2020. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

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10. Net Assets

Net assets without donor restrictions were as follows at June 30:

	<u>2021</u>	<u>2020</u>
Undesignated	\$ 8,924,807	\$ 11,131,123
Board-designated endowment funds	<u>2,900,222</u>	<u>2,900,222</u>
	<u>\$ 11,825,029</u>	<u>\$ 14,031,345</u>

Net assets with donor restrictions are available for the following purposes:

	<u>2021</u>	<u>2020</u>
Funds maintained in perpetuity:		
Key to the Future Fund, income unrestricted	\$ 944,717	\$ 944,717
Laura Fund, income restricted	142,868	140,872
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>148,284</u>	<u>113,284</u>
Total funds maintained in perpetuity	<u>1,362,637</u>	<u>1,325,641</u>
Funds maintained with donor restrictions temporary in nature:		
Accumulated earnings (loss) on funds maintained in perpetuity	\$ 325,242	\$ (3,364)
Planned gifts	649,523	532,333
Laura Fund	858,852	432,356
PPFA grants for various programs	829,830	802,201
Other programs	1,701,571	454,419
Time restriction	<u>10,000</u>	<u>18,881</u>
Total funds maintained with donor restrictions temporary in nature	<u>4,375,018</u>	<u>2,236,826</u>
Total net assets with donor restrictions	<u>\$ 5,737,655</u>	<u>\$ 3,562,467</u>

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Net assets released from restrictions consisted of the following:

	<u>2021</u>	<u>2020</u>
Operating purpose or time restrictions accomplished		
Planned gifts	\$ 4,425	\$ -
Laura Fund	83,476	46,297
Cancer Screening Access Fund	3,901	6,111
CAPS Grant	45,908	25,675
Restricted to other programs	1,012,424	633,914
Time restrictions met	<u>110,000</u>	<u>35,000</u>
	<u>\$ 1,260,134</u>	<u>\$ 746,997</u>

11. Endowments

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

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as net assets with perpetual donor restriction (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) accumulations to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, included in net assets with donor restrictions until appropriated by the Board of Trustees for expenditure. The Board of Trustees has adopted a policy to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Trustees to function as endowments are classified as net assets without donor restrictions.

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

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

Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of June 30, 2021 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,687,879	\$ 1,687,879
Board-designated endowment funds	<u>2,900,222</u>	<u>-</u>	<u>2,900,222</u>
Total funds	<u>\$ 2,900,222</u>	<u>\$ 1,687,879</u>	<u>\$ 4,588,101</u>

The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2020	\$ 2,900,222	\$ 1,322,277	\$ 4,222,499
Investment gain	1,027,619	376,627	1,404,246
Contributions	-	35,000	35,000
Transfers (to) from undesignated net assets	(886,908)	9,938	(876,970)
Endowment assets appropriated for expenditure	<u>(140,711)</u>	<u>(55,963)</u>	<u>(196,674)</u>
Endowment net assets, June 30, 2021	<u>\$ 2,900,222</u>	<u>\$ 1,687,879</u>	<u>\$ 4,588,101</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

The endowment net assets composition by type of fund as of June 30, 2020 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 1,322,277	\$ 1,322,277
Board-designated endowment funds	<u>2,900,222</u>	<u>-</u>	<u>2,900,222</u>
Total funds	<u>\$ 2,900,222</u>	<u>\$ 1,322,277</u>	<u>\$ 4,222,499</u>

The changes in endowment net assets for the six months ended June 30, 2020 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, December 31, 2019	\$ 2,900,222	\$ 1,445,330	\$ 4,345,552
Investment loss	(227,051)	(123,053)	(350,104)
Transfers from undesignated net assets	<u>227,051</u>	<u>-</u>	<u>227,051</u>
Endowment net assets, June 30, 2020	<u>\$ 2,900,222</u>	<u>\$ 1,322,277</u>	<u>\$ 4,222,499</u>

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires PPNNE to retain as a fund of perpetual duration. Deficiencies of this nature existed in three donor-restricted endowment funds, which together had an original gift value of \$1,151,355, a current fair value of \$1,144,696, and an accumulated deficiency of \$6,659 as of June 30, 2020. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new contributions for donor-restricted endowment funds and continued appropriation for certain programs that were deemed prudent by the Board of Trustees. There were no deficiencies of this nature as of June 30, 2021.

Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board of Trustees seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to generate a long-term target rate of return in excess of 5% above the rate of inflation plus costs of managing the investments.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). PPNNE targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, PPNNE seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution \$196,675 and \$0 for operating purposes during the year ended June 30, 2021 and the six months ended June 30, 2020, respectively, which are included in investment income in the consolidated statement of activities and changes in net assets.

12. Fair Value Measurement

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

- Level 1: Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

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

<u>Fair Value Measurements at June 30, 2021</u>				
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 254,713	\$ 254,713	\$ -	\$ -
Mutual funds	3,653,735	3,653,735	-	-
Common stocks	2,273,254	2,273,254	-	-
Exchange traded funds	393,215	393,215	-	-
Other	<u>18,458</u>	<u>18,458</u>	-	-
Investments	<u>\$ 6,593,375</u>	<u>\$ 6,593,375</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable, net	<u>\$ 1,564,433</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,564,433</u>
Charitable gift annuities	\$ 124,547	\$ -	\$ 124,547	\$ -
Charitable remainder unitrusts	<u>524,976</u>	<u>-</u>	<u>524,976</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 649,523</u>	<u>\$ -</u>	<u>\$ 649,523</u>	<u>\$ -</u>
<u>Fair Value Measurements at June 30, 2020</u>				
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 69,516	\$ 69,516	\$ -	\$ -
Mutual funds	4,702,863	4,702,863	-	-
Exchange traded funds	<u>277,368</u>	<u>277,368</u>	-	-
Investments	<u>\$ 5,049,747</u>	<u>\$ 5,049,747</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable, net	<u>\$ 701,238</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 701,238</u>
Charitable gift annuities	\$ 72,243	\$ -	\$ 72,243	\$ -
Charitable remainder unitrusts	<u>460,090</u>	<u>-</u>	<u>460,090</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 532,333</u>	<u>\$ -</u>	<u>\$ 532,333</u>	<u>\$ -</u>

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

The fair value for the beneficial interest in trusts is primarily based on an estimate of the fair value of underlying securities invested in by the trusts, discounted to their present value. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

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

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

	<u>Contributions Receivable, Net</u>
December 31, 2019	\$ 812,440
New pledges	753,361
Receipts	<u>(864,563)</u>
June 30, 2020	701,238
New pledges	2,227,988
Receipts	<u>(1,364,793)</u>
June 30, 2021	\$ <u>1,564,433</u>



Board of Trustees 2021 – 2022

Officers:	Chair:	Margot Milliken
	First Vice Chair:	Daryl Fort
	Second Vice Chair:	Joanne D’Arcangelo
	Secretary:	Allie Stickney
	Treasurer:	Anita Springer

Joanne D’Arcangelo

Daryl Fort

Devon Chaffee

Maribeth Hourihan, MD

Ashley Lamb, MD MPH

Diana Lee

Margot Milliken

Skip Small, MD

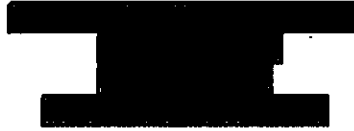
Lisa Sockabasin

Anita E. Springer

Allie Stickney

Rebecca Zietlow



Andrea Louise Pelletier, MD, MPH**EMPLOYMENT**

InterMed Women's Health, Portland, ME Board Certified Obstetrician/Gynecologist	Sept 2014 - Present
Planned Parenthood of Northern New England, Portland, ME Medical Director Board Certified Obstetrician/Gynecologist	Oct 2021 - Present Sept 2014 - Present

EDUCATION

Maine Medical Center Department of Ob/Gyn, Portland, ME Resident Physician	July 2010 - June 2014
<ul style="list-style-type: none"> • Chief Resident of Medical Student Education • Elective in Family Planning, Boston Medical Center, Boston, MA • Global Health Ministry surgical mission trip to Chulucanas, Peru 	July 2013 - June 2014 May 2013 Oct 2013
University of Vermont College of Medicine, Burlington, VT Doctor of Medicine	Aug 2005 - May 2010
Harvard School of Public Health, Boston, MA Master of Public Health: Family and Community Health; Women, Gender, and Health	Sept 2008 - June 2009
University of Maine, Orono, ME Bachelor of Science: Biology, Human Nutrition minor <i>Magna cum laude</i> & High Honors from Honors College	Aug 2001 - May 2005

LEADERSHIP & TEACHING

InterMed Finance Committee	Jan 2019 - Present
InterMed Compliance Committee	2015 - Present
Clinical Instructor of Obstetrics and Gynecology Tufts University School of Medicine, Maine Medical Center	2014 - Present
MMC OB Performance Improvement Committee	2018 - 2020
Leadership Skills for Women in Healthcare Course Harvard Medical School, Boston, MA	Nov 2018
Faculty Development Conference Maine Medical Center, Portland, ME	Sept 2018
MMC Ob/Gyn Residency Teaching Award	June 2018
ACOG Maine Section Junior Fellow Chair	2012 - 2013
ACOG Maine Section Junior Fellow Vice Chair	2011 - 2012
Maine Medical Center Ob/Gyn Residency Education Committee	2011 - 2012
Maine Medical Center Nephrology Fellowship Internal Review Committee	Nov 2011

MEMBERSHIPS

American College of Obstetricians and Gynecologists	2008 - Present
Society of Family Planning	2010 - Present

Kai Williams

EDUCATION

Bachelor of Arts

University of Vermont, Burlington, VT, 05401
Graduated 2007

High School Diploma

Brunswick High School, Brunswick, ME, 04011
Graduated 2003

EXPERIENCE

Vice President of Health Center Operations, Planned Parenthood of Northern New England

2015- Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England

2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England

2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont

2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England

2006-2010

- Work as a Healthcare Associate administratively and clinically.
 - Train and mentor new staff.
 - Facilitate health center flow during surgical schedules.
-

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

Yvonne Lockerby

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, Colchester, VT

September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, Essex Jct. VT

January 2009 – September 2010

Account Manager

- Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, Williston VT

January 2007 – August 2008

District Sales Manager

- Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, South Burlington VT

September 2003 – December 2006

Sales Development and Customer Service Center Manager

- Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- Served as the primary liaison between client service executives, sales development, and the customer service center
- Created and implemented quality and sales programs utilized in all functional areas

Verizon, South Burlington VT

December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College; *New Britain CT*
A.S. Degree



NICOLE D. CLEGG

EXPERIENCE

Senior Vice President of Public Affairs 11/2013 to present

Planned Parenthood of Northern New England

Serves as key staff on management team for a three state Planned Parenthood, reporting directly to CEO/President. Manages VP of Public Affairs in NH and Vermont, providing strategic advice and support. Leads a staff of twelve in Maine in a variety of areas including public policy, advocacy at local, state and federal levels, communications, and elections. Spokesperson for the national organization in Maine, handling a variety of issues including crisis communications. Manage and supervise staff charged with grassroots organizing, outreach and education. Responsibilities also include oversight of all public communication for both the 501 c(4) and PAC entities, including board management and member communications and related activities.

Director of Communications

1/2008 to 10/2013

City of Portland, ME

Served as spokesperson for Maine's largest city responding daily to media inquiries; developed citywide communications protocols and provided media training to leadership team, established and managed city's social networking presence; responsible for developing marketing materials for a variety of city programs from affordable housing initiatives to port operations and economic development; functioned as public information officer during crisis and emergency situations within the city; developed messaging and lobbying strategies in both Augusta and Washington DC. Trained by both the NTSB and FEMA in emergency communications.

Director of Communications

6/2006 to 12/2007

Public Utilities Commission, Augusta ME

Responsible for all public communications including message development for the PUC; projects range from energy efficiency and promotion of clean energy, to consumer protection and general information for consumers regarding public utilities. Managed \$3.2 million marketing contract for Efficiency Maine.

Vice President of Public Affairs

8/2001 to 6/2006

Family Planning Association of Maine, Augusta ME

Responsible for public policy arm of the organization. Chaired a coalition of more than thirty organizations committed to advancing policies designed to expand access to reproductive health care and sexuality education, promote equality for Mainers regardless of gender or sexual orientation, and protect reproductive freedom. Responsibilities also included all political and public communication for the organization.

Director of Communications

9/2005 to 11/2005

Maine Won't Discriminate

Served as Director of Communications for the Maine Won't Discriminate campaign. Responsible for construction of weekly media plans, pitching stories to local and national press, and developing and implementing campaign's messaging points.

EDUCATION

Smith College, Northampton MA

1992

Received Bachelors of Arts; double major in economics and government.

Jennifer J. Meyer, CPA, MBA

PROFESSIONAL SUMMARY

Skilled Financial Leader and Licensed CPA (VT) with experience in private companies, non-profit organizations, and public accounting. Wide range of private accounting experience from financial statement preparation, month-end closing, payroll, cash flow management, and software implementation. Extensive non-profit accounting ranging from IRS filings, budgeting, grant accounting and Board document preparation. Public accounting experience in financial statement audits, hedge fund accounting and governmental accounting. Advanced proficiency with QuickBooks, Microsoft Office Suite, Microsoft Dynamics GP, Management Reporter and related third-party products. Proven ability to exceed expectations and work effectively in a variety of workplace and community environments.

PROFESSIONAL EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND

Colchester, VT

Director of Finance

January 2020 – Present

- Manage financial operations for organization with operating budget of \$28 million and seven entities
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensure compliance with 501(c)3 IRS guidelines, grant agreements and other funding requirements
- Navigated financial health and viability of organization through the COVID pandemic
- Oversee the annual budget process, monthly production of financial reporting, and insurance coverage for organization
- Successfully navigated organization through fiscal year end transition and two remote based annual audits

GURU MEDIA SOLUTIONS, LLC

Sausalito, CA

Director of Finance & Operations

April 2018 – January 2020

- Manage all aspects of finance, operations, payroll, culture, human resources and administration
- Streamline systems to produce cohesive, consistent financial reporting
- Implemented internal controls in a services organization with all remote employees
- Implement comprehensive employee benefits and support for a remote workplace
- Successfully managed B Corp certification process to completion

BOYS & GIRLS CLUB OF BURLINGTON

Burlington, VT

Director of Finance & Administration

January 2017 – April 2019

- Perform all accounting and administration functions for organization, ranging from IT, payables, cash management, payroll and budgeting
- Ensure compliance with 501(c)3 IRS and grant reporting guidelines (federal, state & private foundations)
- Compile and present financials for Board of Directors presentation
- Liaison with external audit firm to manage and execute annual audit and preparation of 990

JENNIFER J. MEYER ACCOUNTING SERVICES

Park City, UT

Owner

January 2015 – July 2016

- Worked with small businesses to help manage and gain efficiencies within the daily accounting operations
- Ensured the financial health and viability of small business ventures
- Assisted with human resource tasks such as benefits, payroll and personnel issues

CHILDREN'S MIRACLE NETWORK HOSPITALS

Salt Lake City, UT

Assistant Controller

January 2012-June 2014

- Managed implementation of Microsoft Dynamics GP, Management Reporter and transition to a paperless system
- Managed the administration of the annual budgeting process with revenues of \$40 million
- Implemented budgeting software for annual expenses of \$40 million reducing the burden of budgeting administration
- Liaison with external audit firm to manage and execute annual audit and preparation of 990
- Ensured compliance with 501(c)3 IRS guidelines
- Streamlined month-end closing process from ten days to three business days
- Oversaw and reviewed monthly balance sheet reconciliations to ensure proper accounting practices
- Informally managed and mentored accounting staff of 5 individuals on daily basis
- Responsible for payroll of 130 employees in 26 states and Canada ensuring federal and state payroll regulation compliance

KPMG LLP

*Audit Associate
Audit Intern*

Salt Lake City, UT
September 2010-January 2012
May 2010-June 2010

- Audited financial statements of hedge funds including Cannell Capital and Pacificor and fund of funds including Lyster Watson
- Performed audit work for the Department of Energy, specifically in the areas of Budget and Payroll and received Encore Recognition for the engagement
- Drafted and prepared financial statements, including cash flow statements and supplementary schedules for clients
- Experience in accounting technical areas including fair value measurements and disclosures, revenue recognition, and deferred income tax provisions
- Researched published guidelines related to various accounting issues, including FASB pronouncements, financial statement and disclosure presentation, industry/market trends, and proposed solutions to managers and partners
- Received highest rank of performance after first year of employment at the top of my peer class
- Highly involved in campus recruiting efforts in Utah and received Encore Recognition for efforts

Kelliher Samets Volk

Accounting Manager

Burlington, VT
September 2005-July 2008

- Managed daily accounting operations of three offices and annual operating expenses of \$6 million
- Performed accounts receivable functions with an annual revenue of \$7 million
- Monitored and managed daily cash flow with a daily estimated value of \$2 million
- Project manager on the successful implementation of a new full suite agency software
- Streamlined month-end closing process by 2 days
- Oversaw year-end audit and compliance with GAAP
- Responsible for payroll processing of 70 employees in 3 states

Essex Chips

Bookkeeper, Part-time

Essex Junction, VT
July 2006-July 2008

- Supervised all financial matters of a 501(c) 3 non-profit organization
- Reported financial statements of organization to the Executive Director and Board Members
- Assisted in ensuring financial viability from present and future funding sources
- Structured QuickBooks to better suit needs of organization

Johnson Controls

Site Accounting Coordinator

Essex Junction, VT
February 2004-August 2005

- Processed accounts receivable and accounts payable invoices
- Performed month-end reconciliations and journal entries
- Monitored financial activities of site to ensure compliance with contract and customer

CERTIFICATION

- Certified Public Accountant licensed in the State of Vermont
 - License #001.0124634 expires on 7/31/2021
 - Passed all four CPA exams on first attempt

EDUCATION

University of Utah

Salt Lake City, UT

- Master of Business Administration with Accounting Emphasis, May 2010
- Chapter President of the National Association of Women MBA's
- Board Fellow for Ten Thousand Villages (local non-profit) for both years in program
- Member of Beta Alpha Psi
- VITA Income Tax Preparation

University of Rhode Island

Kingston, RI

- Bachelor of Science in Business Administration with Accounting Major, May 2003

COMMUNITY

The Schoolhouse, Board Member and Finance Committee Member
Boys & Girls Club of Burlington, Pipeline Fundraising Committee

South Burlington, VT
Burlington, VT

Tanya Serota-Winston, APRN, CNM

Professional experience:

2013 – present - Planned Parenthood of Northern New England

Certified Nurse-Midwife

- Provider of direct patient care for sexual and reproductive health including ultrasound, abortion care and gender affirming hormone therapy.
- Work in the role of Director of Clinical Care providing training and supervision to all clinicians employed at Planned Parenthood of Northern New England.
- Work in multidisciplinary teams to develop, implement and revise medical standards and guidelines and clinical initiatives.
- Coordinate and lead continuous quality improvement process efforts through data analysis, project development and planning, systems changes, evaluation and training.

2005 – 2013 Gifford Medical Center Randolph, VT

Certified Nurse-Midwife

- Provider of full-scope inpatient and outpatient women's health care services with a focus on reproductive health.
- Work in collaborative relationships with an extensive group of health care professionals to provide clinical care, develop institutional policies, analyze data and evaluate outcomes.
- Surgical first assistant for cesarean birth.

2004 – 2005 Planned Parenthood of Western Washington

Certified Nurse-Midwife

- Health care team member providing reproductive health care to a diverse group of clients.
- Performed and interpreted on-site ultrasounds.

1999 – 2004 Copley Hospital Morrisville, VT

Registered Nurse

- Worked as an inpatient Registered Nurse in this community based hospital.

Education:

2001 – 2004 Universities of Vermont and Rhode Island

- Master of Science awarded May 2004
- Certificate in Nurse-Midwifery awarded May 2004

1997 – 2001 Norwich University

- Bachelor of Science in Nursing awarded May 2001
- First Assisting for Cesarean Birth at Philadelphia University
- Principles of OB/GYN Ultrasound at Jefferson Medical College
- Completed Implanon/Nexplanon clinical training program

Sarah M. McGinnis

Planned Parenthood of Northern New England

Director of Risk-Quality Management & Security

Burlington, Vermont

February 2012 to present

- Maintains a culture of compliance, quality, and safety by developing, implementing and managing program activities in accordance with PPNNE's mission and strategic goals, PPFA standards and guidelines, and federal and state regulations.
- Manages enterprise wide risk and compliance activities to maintain full accreditation status with PPFA.
- Directs affiliate security program.

Medical Services Associate

August 2010 to January 2012

- Prepared required reports for internal and external stakeholders.
- Special projects included developing clinician performance evaluation tool, audit process improvement, editing Medical Services policies and manuals, and providing interdepartmental support.

Supply Chain and Contracts Manager

May 2008 to August 2010

- Controlled the inventory processes for 27 health centers across three states, representing an annual \$2M budget.
- Prepared contraceptive demand forecasts, annual budget line item preparation and tracking and quarterly variance reports.

Prime Pods Limited

Cork, Ireland

(Manufacturer of high-end modular kitchen and bath units for hotels and apartment complexes)

Project Coordinator

April '07 to May '08

- Exceeded all project management objectives for 2007: 60% over target for net sales profit per unit and 40% over target for units sold.
- Projects managed include a \$3.25M Hilton Hotel project, a \$1M Kier Build residential project, and a \$1.25M PJ Hegarty Construction residential project.

Amgen Technology (Ireland) Limited

Cork, Ireland

(Global enterprise biotechnical company)

Executive Assistant to Managing Director of European Capital Projects

July '06 to April '07

- Provided administrative support to executive leadership.
- Developed reporting templates; provided training for and management of electronic documentation control; recorded and issued meeting minutes.

Green Mountain Youth Symphony

Montpelier, Vermont

(Community-based youth orchestra)

Manager

May '03 to September '05

- Increased orchestra participation by 45% using a variety of methods: identified and targeted new recruitment areas, wrote press releases and public announcements, updated the website, created a newsletter and fostered relationships with appropriate sponsors and advertisers.
- Prepared Board reports, taxes, and financial reports; managed accounts, wrote grant applications and reports; kept all licensing current; developed scholarship program.

Planned Parenthood of Northern New England

Williston, Vermont

Patient Financial Services Coordinator

1996 - 2003

- Successfully managed the introduction of multiple new products and services.
- Analyzed laboratory processes for cost and revenue improvement, enhanced customer service and improved workflow.
- Updated and streamlined fee structures, using a tool kit of budget projections, industry costing standards and internal financial analysis. Ensured regulatory compliance.

Education

Community College of Vermont

1992

Montpelier, Vermont

Completed History and Software Applications course work.

Antioch University

1982-1985

Yellow Springs, Ohio

Completed two years' History and Literature course work, and three work internships.

Allison Smith



Nonprofit development professional with experience in grant writing, major gifts acquisition, and cultivation practices across multiple sectors and organizational sizes.

Top Skills

- **Grant Writing** – Proposal writing and reporting for private and public funders with success in doubling gifts and securing multi-year funding.
- **Donor Management** – Maintains relationship with individual and foundation donors via emails, in-person meetings, phone calls, and events. 4+ years of experience with writing donor focused content on the state, private, and individual levels.
- **Program Management** – Oversees program development, implementation, and reporting for grant programs in collaboration with key staff.
- **CRM** – Experience with CRM and donor management software including Raisers Edge (2 years) and Salesforce (2 years).

Work Experience

Planned Parenthood of Northern New England, Portland, ME

Director of Government Grants

06/2022-Present

Develop, implement, and manage an integrated program for governmental grants across VT, NH, and ME to further PPNNE's goals of increasing access to reproductive health care for all.

Responsibilities and Successes:

- Write grant proposals and reports, create budgets, and track metrics for state and federal grants, board reports, and audits.
- Collaborate with internal program staff to develop and implement workplans in accordance with grant agreements, state and federal regulations, and best practices.
- Monitor public health trends nationally and in the tri-state service area to inform agency planning priorities.
- Maintain relationships with state and federal program officers, program leads, grantors, and other key partners.

SustainUS, Remote

Grants Writer

08/2020-Present

Manages a portfolio of 50+ private and family foundations. Develop grant policy and procedures for internal use and serve as a liaison for program officers across the nation. Collaborate with program staff to ensure that all proposals and reports are completed in a timely manner.

Responsibilities and Successes:

- Created a grants database system and facilitated the move of all reporting, proposals, and supporting documentations to the new system.
- Developed an internal grants strategy guide, fundraising templates, and report procedures for program staff.
- Served on the leadership team and assisted in the development planning for Fiscal years 21, 22, and 23.

Aleria Research Corp, New York, NY

Development Coordinator

02/2019-06/2022

Designed and implemented all development related tasks including grant and donor prospecting, developing donor direct mail piece, creating internal donor fundraising guides, maintaining the donor and foundation database, and planning for annual fundraising events.

Responsibilities and Successes:

- Engaged board members in fundraising projects by preparing individual board fundraising profiles and presentations.
- Leveraged existing partnerships to secure 6-figure, multi-year research funding from national foundations.
- Exceeded fundraising goal for FY19 by 25%
- Helped plan the first annual visibility event which was attended by 100+ individuals.
- Launched and stewarded the organization's end of year individual giving campaign.
- Created corporate pitch decks and sponsorship documents for annual conference and hallmark programs.

Planned Parenthood of Southern New England, New Haven, CT

Grants Manager

07/2019 -03/2021

Manages a portfolio of 75+ private entities including community foundations, family foundations, donor advised funds, private foundations, and individual donors to raise \$1.3+ Million annually for a \$40M organization. Oversees the application and reporting on all grants and information entry into Raisers Edge. Analyzes and reports on data via Salesforce, Power Pivots, and our Electronic Health Record system for our major gift solicitation and direct mail pieces.

Responsibilities and Successes:

- Had 30% of foundations double their giving in the previous fiscal year.
- Secured \$300,000+ in prospect funding over a 6-month period.
- Raised over \$2 million in funding over a 12-month period, including \$600,000 in a 3-month mini-fiscal year period (April 1- June 30, 2020).
- Supports the work of our 501 (c) (4) and PAC entity through donor communication and events.
- Represented PPSNE at local, state, and national conferences and award ceremonies.
- Created a scope of work for the cross-departmental Inclusive Philanthropy work group.
- Tripled the number of 6-figure foundation gifts.

Education

Master of Professional Studies- Leadership for Sustainability, University of Vermont, Burlington, VT

August 2021- May 2023 (Expected)

BA. Communications- Public Relations, University of New Haven, West Haven, CT

August 2014-December 2017

Involvement:

- Inclusion, Diversity, Equity, and Access (IDEA) Council Student Representative
- Campus Climate Coalition Student Representative
- Psychology and Juvenile Justice Student Researcher
- Black Student Union Member
- NAACP Member



THE MISSION OF PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND IS TO PROVIDE, PROMOTE, AND PROTECT ACCESS TO REPRODUCTIVE HEALTH CARE AND SEXUALITY EDUCATION SO THAT ALL PEOPLE CAN MAKE VOLUNTARY CHOICES ABOUT THEIR REPRODUCTIVE AND SEXUAL HEALTH.

TITLE: PRESIDENT & CEO

**GRADE:
EXEMPT**

DESCRIPTION:

The President/CEO is responsible for leading PPNNE and PPNNE Action Fund in fulfilling our mission and maintaining our leadership position in the health care marketplace. S/he reports to the PPNNE Board of Directors and is evaluated annually by the board and staff. The President/CEO is responsible for the day-to-day management and operations of the organization. S/he is responsible for an annual budget of approximately \$19 million; manages a paid staff of 200 across Maine, New Hampshire, and Vermont; provides leadership in public policy initiatives; and serves as the organization's chief spokesperson and representative in a variety of settings, including fundraising efforts. The President/CEO works in partnership with the Board of Trustees and Staff to implement our strategic vision in order to reach and serve our target audiences and ensure the financial integrity of PPNNE.

PPNNE operates health centers across Northern New England in Maine (Biddeford, Portland, Sanford, and Topsham), in New Hampshire (Claremont, Derry, Exeter, Keene, Manchester, and West Lebanon), and in Vermont (Barre, Bennington, Brattleboro, Burlington, Hyde Park, Middlebury, Newport, Rutland, St. Albans, St. Johnsbury, and Williston).

Central Administration is located in Burlington, Vermont. External Affairs and additional Administration offices are located in Concord, New Hampshire and Portland, Maine.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The President/CEO's primary responsibilities include, but are not limited to, the following:

Strategic and Operational Leadership: The President/CEO is responsible for leading PPNNE's transition to a new healthcare marketplace.

- Lead the board of directors and staff to further PPNNE's strategic vision and develop priorities that optimize its ability to achieve its mission.
- Lead and manage activities to implement strategic plans, goals, and operating priorities; measure and report goal achievement, evaluate results, and revise strategies as necessary.
- Ensure that PPNNE's operations are consistent with its governing documents, maintain the highest level of medical and service standards, and are true to its mission.
- Leverage technology by supporting efficient methods to reach new audiences.
- Provide effective ongoing communication with staff around agency priorities and goals.
- Ensure that resources are well managed to effectively support current operations and strategic plans.
- Identify needs for organization or policy changes, and manage change processes effectively.
- Maintain focus on long-term effectiveness of PPNNE while ensuring operational excellence in daily activities.
- Identify new and innovative opportunities for PPNNE to make an impact on reproductive health and sexuality education in the region.

Financial Management and Revenue Generation: The President/CEO is responsible for ensuring consistent and sufficient diversified revenue streams to fund PPNNE operations and long-term sustainability.

- Working closely with the CFO, oversee preparation of the annual budget.
- In collaboration with the VP of Development, create a fundraising strategy.
- Assist in finding new funding sources, including individuals and foundations.

- Develop and oversee a strategy that will increase patient fee revenue, from both private and public payers, in the post ACA environment.
- Develop and maintain face-to-face connections with PPNNE major donors through gift solicitations.
- Ensure compliance with multi-state and federal regulators and funders.
- Oversee development of flexible and responsive business models and practices.
- Continually improve PPNNE's business practices.
- Create and manage an annual budget that results in an overall positive cash flow position for the agency throughout the year.

Spokesperson for PPNNE: The President/CEO is responsible for increasing PPNNE's visibility in all of our area communities, and serving as a spokesperson on issues related to our mission. Using a variety of public forums, s/he will work with appropriate staff to:

- Craft a proactive media strategy.
- Promote PPNNE's agenda for reproductive health, sexuality education, and our role in the new health care marketplace.
- Play a leading role in building coalitions and strategic partnerships with key community members.
- Make the case for the Capital Campaign with passion and vision.
- Support the development of new models of education and outreach to engage young women and men as patients, advocates, and future supporters.

Staff Leadership and Development: The President/CEO is responsible for maintaining and enhancing PPNNE's organizational culture.

- Hire and work collaboratively with a highly effective senior management team; VP of Business Operations; CFO; VP of Development; Director of Health Center Operations; Directors of Public Policy; VP of Human Resources; and the Medical Director.
- Foster a work environment that encourages and rewards commitment, productive engagement, and growth.
- Provide effective, ongoing communication with staff around agency priorities and goals, and ensure staff alignment around response to emerging customer needs.
- Use feedback from staff and clients to improve processes and services.
- Provide regular evaluations to senior management to help them develop and enhance their skills.
- Ensure integration among departments.
- Maintain the highest ethical standards and integrity for self and all staff members.
- Develop and implement effective succession planning strategies for senior level positions, including President/CEO position.

Public Policy: The President/CEO works collaboratively with the Directors of Public Affairs in ME, NH, & VT to develop a bold and aggressive public policy and regulatory agenda to promote the interests of PPNNE and its leadership role.

- When possible, represent PPNNE in public policy matters vital to the organization's mission—including in the media and before legislative and administrative bodies.
- Maintain an on-going command of public policy related to health care reform at the local, state, and federal levels.
- Cultivate and maintain professional relationships with key players in executive, legislative, and regulatory branches of state government in each state and at the local and federal levels as appropriate.
- Provide on-going guidance to public policy staff on agency and strategic plan priorities.

PPNNE Culture: The President/CEO actively participates in and models PPNNE core values and Board Policies. S/he will:

- Build a culture of trust and open communication to foster a workplace marked by good will, humor, collegiality, and camaraderie.
- Model creativity and accountability in the workplace.
- Approach problems from a systems perspective.
- Foster collaboration, cohesion, and unity of purpose throughout the organization.
- Participate in authentic conversations with colleagues and customers; develop and strengthen skills in giving and receiving feedback in self and others; adopt the use of feedback as a tool for decision-making and performance evaluations.

PPFA Membership: The President/CEO is responsible for developing a strong relationship with PPFA and providing an information link with national and international issues for staff and board.

- Be an active participant and leader in national forums.

- Develop relationships with key affiliate and national staff.
- Ensure PPNNE's compliance with PPFA's accreditation standards.

Board Relations: In partnership with the Board Chair, The President/CEO will support strategies to ensure that PPNNE attracts, motivates, and retains members of its Board of Directors who effectively fulfill their governance responsibilities and are committed to achieving the affiliate's mission.

- Use time and talents of Board members effectively to advance the mission.
- Provide strong staff support and regular operational and financial data to the Board.
- Ensure regular and clear communication with the Board on a consistent basis.
- Actively support the ongoing work of board committees.

SUPERVISION RECEIVED:

General direction is received from the Board of Directors and specific direction from the board chair.

SUPERVISION EXERCISED:

Direct administration and functional supervision of the Medical Director and Senior Management, and indirect supervision of all PPNNE staff.

QUALIFICATIONS:

- Bachelor's degree in an appropriate discipline, with Master's degree preferred, plus five or more years of relevant non-profit, health program planning and management, and leadership experience, or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired.
- Demonstrated commitment to reproductive rights and an understanding of the range of critical issues at stake today.
- Broad base of knowledge related to health care delivery generally and reproductive healthcare specifically.
- Proven leadership in a service-driven institution, preferably within the healthcare field, and sophisticated understanding of healthcare delivery, payment, and the complexities of healthcare reform.
- Experience in financial planning and prudent management with a similar size budget and complexity.
- Demonstrated excellent program, financial, and personnel management skills.
- Demonstrated excellent advocacy skills and political judgment. Must be capable of building coalitions and strategic partnerships within and across the three-state region, and with a diversity of constituents.
- Demonstrated ability to effectively represent the agency to a broad range of outside constituencies.
- Commitment to a team orientation and willingness to participate in constant and ongoing feedback with colleagues.
- Proven management skills with demonstrated business acumen to ensure sustainable results-oriented business operations. Ability to delegate authority and responsibilities appropriately and be capable of managing a three-state organization with different regulatory and compliance requirements while incorporating client satisfaction into all aspects of operations.
- Demonstrated success and experience in raising money for non-profit organizations and enthusiasm for developing productive relationships with foundations and major donors.
- Outstanding public presentation and writing skills and the capacity to communicate effectively with the media, policy makers, and other stakeholders in an influential and compelling manner.
- Facility with new technology, its use in operations, as well as communications and social media.

Planned Parenthood of Northern New England is an Equal Opportunity Employer. Qualified applicants are considered for employment without regard to age, race, color, religion, gender, national origin, sexual orientation, disability, or veteran status.

Employee Name

Employee Signature

Date

PLANNED PARENTHOOD OF NORTHERN NEW ENGLANDKey Personnel

Name	Job Title	Salary Amount Paid from this Contract
Vacant	CEO	\$0
Kai Williams <i>*Interim CEO 1/3</i>	VP of Health Center Operations	\$0
Nicole Clegg <i>*Interim CEO 1/3</i>	Sr VP of NNE Public Affairs	\$0
Yvonne Lockerby <i>*Interim CEO 1/3</i>	VP of Centralized Operations	\$0
Jennifer Meyer	CFO	\$0
Tanya Serota-Winston	Director of Clinical Care	\$0
Andrea Pelletier	Medical Director	\$0
Sarah McGinnis	Director of RQM & Security	\$0
Allison Smith	Director of Gov't Grants	\$0