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

Lori A. Shiblinette  
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 the Joan G. Lovering Health Center (VC#175132), Greenland, NH, in the amount of \$300,771 to provide family planning health care services, with the option to renew for up to two (2) additional years; effective upon Governor and Council approval through December 31, 2023. 66.08% Federal Funds. 33.92% General Funds.

Funds are available in the following accounts for State Fiscal Years (2023) and (2024), with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Rel	90080017	\$22,070
2023	074-500589	Grants for Pub Asst and Rel	90080206	\$82,555
2024	074-500589	Grants for Pub Asst and Rel	90080206	\$45,030
			<b>Subtotal</b>	<b>\$149,655</b>

**06-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES, TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Rel	45030203	\$31,760
2024	074-500589	Grants for Pub Asst and Rel	45030203	\$17,324
			<b>Subtotal</b>	<b>\$49,084</b>

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Serv.	90080207	\$66,021
2024	102-500731	Contracts for Prog Serv.	90080207	\$36,011
			<b>Subtotal</b>	<b>\$102,032</b>
			<b>Total</b>	<b>\$300,771</b>

**EXPLANATION**

The purpose of this request is provide family planning clinical services, STI and HIV counseling and testing, 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 372 individuals will be served from August 1, 2022, through December 31, 2023.

This contract includes the language required by Chapter 91, Laws of 2021 in section Exhibit A. The Department reviewed the financial records and expenditure of funds awarded for the SFY 2020 family planning contract with Joan G. Lovering Health Center 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 facility, the Department will conduct a review of financial records and provide certification to the Governor and Council prior to the end of the fiscal year.

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

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

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

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program who were uninsured or Medicaid recipients at the time of their last visit.
- Family planning clients less than 18 years of age who received education that abstinence is a viable method of birth control.
- Family planning clients who received STI/HIV reduction education.
- Individuals under age 25 screened for Chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a mostly or moderately effective contraceptive method.


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

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

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

Source of Federal Funds: Assistance Listing Number CFDA #93.217, FAIN FPHPA006511 and CFDA #93.558, FAIN 1801NHTANF and General Funds.

Respectfully submitted,

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

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

- |                                 |
|---------------------------------|
| <u>Program Specialist IV</u>    |
| <u>Administrator III</u>        |
| <u>Health Promotion Advisor</u> |

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

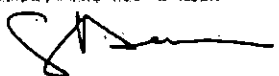
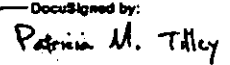
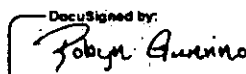
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Ave Greenland, NH, 03840	
1.5 Contractor Phone Number (603) 436-7588	1.6 Account Number 05-095-090-902010-5530 05-095-045-450010-6146	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$300,771
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 7/18/22		1.12 Name and Title of Contractor Signatory Sandra Denoncour, Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 7/18/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 7/19/22

**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.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SD  
Date 7/19/22

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**

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

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

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**Scope of Services**

**1. General Terms**

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

**2. Statement of Work**

- 2.1. The Contractor shall provide family planning and reproductive health services to individuals in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:
  - 2.1.1. Uninsured.
  - 2.1.2. Underinsured.
  - 2.1.3. Individuals who are eligible and/or are receiving Medicaid services.
  - 2.1.4. Adolescents.
  - 2.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).
  - 2.1.6. Those in need of Confidential Services, as defined in 42 C.F.R. § 59.11.
  - 2.1.7. Individuals at or below 250 percent federal poverty level.
  - 2.1.8. Refugees.
  - 2.1.9. Persons at risk of unintended pregnancy due to substance abuse.
- 2.2. The Contractor shall provide services to a minimum of 248 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  
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- 2.3.5. Preconception Health for all individuals of childbearing age.
- 2.4. The Contractor shall make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Attachment 1, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.
- 2.5. The Contractor shall determine the eligibility of individuals for services under this Agreement in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 2.6. The Contractor shall update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administration's (HRSA's) annual Federal Poverty Guidelines, effective every February 1 of year each or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted every March of this Agreement, in accordance with the reporting calendar.
- 2.7. The Contractor shall provide documentation verifying proof of an established Electronic Medical Record (EMR) to the Department within thirty (30) days of Governor and Council approval of this Agreement.
- 2.8. The Contractor shall work directly with the Department's database Contractor to ensure full integration of their EMR with the Department's FPAR 2.0 compliant Family Planning database no later than March 31, 2022.
- 2.9. The Contractor shall manually enter FPAR 2.0 data elements as required by federal and any state required data elements into the Department's Family Planning database starting August 1, 2022 until their EMR is fully integrated, but no later than the March, 31, 2022.
- 2.10. The Contractor shall work with the Department's Contractor for the technical assistance required to meet integration requirements between the EMR and the NH Family Planning Program data base system for FPAR 2.0.
- 2.11. Clinical Services
- 2.11.1. The Contractor shall provide reproductive and sexual health clinical services in compliance with all applicable federal and state guidelines including the New Hampshire Title X Family Planning Clinical Services Guidelines (Attachment 2).
- 2.11.2. The Contractor shall follow and maintain established written internal protocols, policies, practices and clinical family planning guidelines that comply with Title X rules, and will provide copies of said materials to the Department upon request.
- 2.11.3. The Contractor shall ensure all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients read and sign the

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

- 2.11.4. The Contractor shall submit the New Hampshire Family Planning Clinical Services Guidelines signed signature page to the Department for review and signature within thirty (30) days of Governor and Council approval of this Agreement, and on an annual basis by August 31.
- 2.11.5. The Contractor shall ensure any staff subsequently added to provide Title X services also sign the New Hampshire Family Planning Clinical Services Guidelines signature page prior to providing direct care and/or education.
- 2.11.6. The Contractor shall ensure reproductive and sexual health medical services are performed under the direction of a Medical Director who is a licensed physician with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 2.11.7. The Contractor shall provide a broad range of contraceptive methods including, but not limited to:
- 2.11.7.1. Intrauterine device (IUD).
  - 2.11.7.2. Contraceptive Implant (Nexplanon).
  - 2.11.7.3. Contraceptive pills.
  - 2.11.7.4. Contraceptive injection (Depo-Provera).
  - 2.11.7.5. Condoms.
  - 2.11.7.6. Fertility awareness based methods (FABM).
- 2.11.8. The Contractor shall provide STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STI Treatment Guidelines in Attachment 2, New Hampshire Title X Family Planning Clinical Services Guidelines.
- 2.11.9. The Contractor shall provide sterilization counseling and referral services to individuals seeking sterilization services.
- 2.12. Health Education and Outreach
- 2.12.1. The Contractor shall provide health information and educational materials in accordance with Attachment 3, Title X Community Participation, Education and Project Promotion, Section 1. Advisory Committee and Information & Educational (I&E) Materials.
- 2.12.2. The Contractor shall provide the Department an I&E policy for their agency by August 31 of each SFY or as directed by the Department.
- 2.12.3. The Contractor must sign and return the Community Participation, Education and Project Promotion Agreement in Attachment 3 to the

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

2.12.4. The Contractor shall ensure I&E materials are suitable for the populations and communities for which they are intended. Health education material topics may include, but are not limited to:

2.12.4.1. Sexually transmitted infections (STI).

2.12.4.2. Contraceptive methods.

2.12.4.3. Pre-conception care.

2.12.4.4. Achieving pregnancy/infertility.

2.12.4.5. Adolescent reproductive health.

2.12.4.6. Sexual violence.

2.12.4.7. Abstinence.

2.12.4.8. Pap tests/cancer screenings.

2.12.4.9. Substance misuse services.

2.12.4.10. Mental health.

2.12.5. The Contractor shall establish an I&E Committee/ Advisory Board comprised of individuals within the targeted population or/ or communities for which the materials are intended. The I&E Committee / Advisory Board, which may be the same group of individuals, must be broadly representative in terms of demographic factors including:

2.12.5.1. Race;

2.12.5.2. Color;

2.12.5.3. National origin;

2.12.5.4. Handicapped condition;

2.12.5.5. Sex, and

2.12.5.6. Age.

2.12.6. The Contractor shall ensure the I&E Committee reviews all information and educational materials at a minimum of two (2) times per year to verify:

2.12.6.1. Materials are up to date on medical accuracy; and

2.12.6.2. Materials are relevant and suitable for to the targeted populations identified in Subsection 1.1, in accordance with the Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).

2.12.7. The Contractor shall ensure:

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- 2.12.7.1. The I&E Committee meets a minimum of two (2) times per year.
- 2.12.7.2. Health education and information materials are reviewed by the I&E Committee in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Attachment 3).
- 2.12.7.3. Health education materials meet current medical standards and have a documented process for discontinuing any out-of-date materials.
- 2.12.8. The Contractor shall submit a listing of the I&E materials to the Department annually on a set date as determined by the Department. Information listed must include, but is not limited to:
  - 2.12.8.1. Title of the I&E material.
  - 2.12.8.2. Subject.
  - 2.12.8.3. Advisory Board approval date.
  - 2.12.8.4. Publisher.
  - 2.12.8.5. Date of publication.
- 2.12.9. The Contractor shall support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to recruit eligible clients to family planning clinics per Attachment 8, NH FPP TANF Policy.
- 2.12.10. The Contractor shall provide program outreach and promotional activities or events utilizing the Temporary Assistance for Needy Families (TANF) funding included in this Agreement. Outreach and promotional activities/events may include, but are not limited to:
  - 2.12.10.1. Outreach coordination.
  - 2.12.10.2. Community table events.
  - 2.12.10.3. Social media.
  - 2.12.10.4. Outreach to schools.

**2.13. Work Plan**

- 2.13.1. The Contractor shall develop a Reproductive and Sexual Health Services Work Plan for SFY 23 and 6-months of SFY 24 of the Agreement utilizing the Title X Reproductive and Sexual Health Services Work Plan Template (Attachment 4), and submit the Work Plan to the Department for approval within thirty (30) days of the Effective Date of this Agreement.
- 2.13.2. The Contractor shall:

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

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

**2.14. Site Visits**

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

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

2.14.1.2. Pull medical charts; and

2.14.1.3. Pull financial documents for auditing purposes.

**2.15. Training**

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

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

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

2.15.2.2. "Introduction to Reproductive Anatomy and Physiology."

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

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

2.15.3.2. Family Involvement and Coercion;

2.15.3.3. Non-Discriminatory Services; and

2.15.3.4. Sexually Transmitted Disease.

2.15.4. The Contractor shall ensure all family planning clinical staff participate in the yearly STI/Sexual Health webinar training conducted by the Department and keep records of staff participation.



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- 2.15.5. The Contractor shall ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools.
- 2.15.6. The Contractor shall ensure all family planning clinical staff participate in the yearly STI webinar training conducted by the Department and keep records of staff participation. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable. The Contractor shall:
  - 2.15.6.1. Ensure a minimum of two (2) clinical staff attend the "live" webinar on the scheduled date, and
  - 2.15.6.2. Ensure clinical staff who did not attend the "live" webinar view a recording of the training within thirty (30) days of the "live" webinar, as available.
  - 2.15.6.3. Submit an Attendance Sheet that includes attendee signatures to the Department within thirty (30) days of the "live" webinar, as available.
- 2.15.7. The Contractor shall keep and maintain staff training logs available to the Department upon request.

**2.16. Staffing**

- 2.16.1. The Contractor shall ensure employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.
- 2.16.2. The Contractor shall have at a minimum one (1) clinical provider on staff, available on-site at each clinic location, who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD and Implant; and provide documentation verifying proficiency to the Department within thirty (30) days of Governor and Council approval of this Agreement and on an annual basis no later than August 31, or as directed by the Department.
- 2.16.3. The Contractor shall have at least one (1) LARC method available, at each clinic location site, for insertion for any family planning client who requests a LARC method of contraception.
- 2.16.4. The Contractor shall provide and maintain qualified staffing to perform and carry out all services in this Exhibit B, Scope of Work. The Contractor shall:
  - 2.16.4.1. Ensure staff unfamiliar with the NH Family Planning Program data system currently in use by the NH Family Planning Program (FPP) attend a required one (1) day

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orientation/training Webinar conducted by the Department's database Contractor.

- 2.16.4.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.10.6 above.
- 2.16.4.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this RFP and maintain documentation verifying this requirement is met.
- 2.16.4.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.
- 2.16.5. The Contractor shall notify the Department in writing, via a written letter submitted on agency letterhead, when:
  - 2.16.5.1.1. Hiring new staff essential to carrying out contracted services within thirty (30) days of hire. Include a copy of the individual's resume.
  - 2.16.5.1.2. A critical position is vacant for more than thirty (30) days; and
  - 2.16.5.1.3. There is not adequate staffing available to perform required services for more than thirty (30) days.
  - 2.16.5.1.4. If a clinical site is closed for more than thirty (30) days and/or is permanently closed.

**3. Exhibits Incorporated**

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

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- 4.1. The Contractor shall develop and submit the reports as specified in Attachment 5, Family Planning Reporting Calendar to the Department on time, in accordance with the dates in the Reporting Calendar. Reports and reporting activities include but are not limited to:
- 4.1.1. Tracking and reporting Family Planning and Sexual Health Services performance indicators and measures using Data Trend Tables (DTT) and work plans.
  - 4.1.2. Developing and submitting an Outreach and Education Report to the Department on an annual basis no later than August 31, or as specified by the Department, which outlines the program promotion activities and events including, but not limited to:
    - 4.1.2.1. Outreach to schools.
    - 4.1.2.2. Community resource programs.
    - 4.1.2.3. Social media.
    - 4.1.2.4. Community table events.
  - 4.1.3. Collecting and reporting general data consistent with current Title X Federal requirements through the NH FPP data system.
  - 4.1.4. Collecting FPAR 2.0 Data Elements as required by the Office of Populations Affairs and the Department upon Governor and Executive Council approval. Collecting FPAR 2.0 data is required on August 1, 2022 or following G&C approval. (See Attachment 6, FPAR Data Elements –).
  - 4.1.5. Submitting the required FPAR Data Elements to the FPP Data System Contractor electronically through a secure platform on an ongoing basis, but no less frequently than monthly by the tenth (10th) day of each month.
  - 4.1.6. Submitting any requested FPAR documents to the Department each State Fiscal Year of the Agreement, in accordance with the Reporting Calendar, in order for the Department to monitor and report program performance to the Office of Population Affairs (45 CFR §742 and 45 CFR §923).
- 4.2. The Contractor shall develop and submit an Annual Performance Measure Outcomes Report to the Department on an annual basis no later than August 31, or as directed by the Department.
- 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

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

**5. Performance Measures**

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

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

**6. Additional Terms**

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

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

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

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

**6.2. Credits and Copyright Ownership**

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

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

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

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- 6.2.3.1. Brochures.
- 6.2.3.2. Resource directories.
- 6.2.3.3. Protocols or guidelines.
- 6.2.3.4. Posters.
- 6.2.3.5. Reports.

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

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

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

**7. Records**

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

- 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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- 7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 66.08% Federal Funding from the Family Planning Services Grants, as awarded on March 23, 2022, by the U.S. Department of Health and Human Services, Office of Assistant Secretary of Health, NH Family Planning (Title X) Program, CFDA #93.217, FAIN FPHPA006511 and from U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) as awarded by the U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (TANF), CFDA #93.558, FAIN 1801NHTANF.
  - 1.2. 33.92% 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-5, TANF Budget. Final budgets, staffing list, and budget narratives are due to the Department within 30 days of Governor and Executive Council approval.
5. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
  - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.

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



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

Exhibit C-1, Family Planning Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Joan G. Lovering Health Center</u> Budget Request for: <u>Family Planning</u> Budget Period <u>G&amp;C Approval - June 30, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$148,576
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$148,576</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$148,576</b>

Exhibit C-2, Family Planning Budget

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <i>Joan G. Lovering Health Center</i>		
Budget Request for: <i>Family Planning</i>		
Budget Period <i>July 1, 2023 - December 31, 2023</i>		
Indirect Cost Rate (if applicable) <i>0.00%</i>		
Line Item		Program Cost - Funded by DHHS
1. Salary & Wages		\$81,041
2. Fringe Benefits		\$0
3. Consultants		\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		\$0
5.(a) Supplies - Educational		\$0
5.(b) Supplies - Lab		\$0
5.(c) Supplies - Pharmacy		\$0
5.(d) Supplies - Medical		\$0
5.(e) Supplies Office		\$0
6. Travel		\$0
7. Software		\$0
8. (a) Other - Marketing/Communications		\$0
8. (b) Other - Education and Training		\$0
8. (c) Other - Other (specify below)		
<i>Other (please specify)</i>		\$0
<i>Other (please specify)</i>		\$0
<i>Other (please specify)</i>		\$0
<i>Other (please specify)</i>		\$0
9. Subrecipient Contracts		\$0
<b>Total Direct Costs</b>		<b>\$81,041</b>
<b>Total Indirect Costs</b>		<b>\$0</b>
<b>TOTAL</b>		<b>\$81,041</b>

Exhibit C-3, FPAR Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Joan G. Lovering Health Center</u> Budget Request for: <u>FPAR</u> Budget Period <u>G&amp;C Approval - March 31, 2023</u> Indirect Cost Rate (if applicable) <u>8.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$6,929
2. Fringe Benefits	\$503
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$1,119
8. (c) Other - Other (specify below)	
<i>Indirect</i>	\$1,519
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$12,000
<b>Total Direct Costs</b>	<b>\$22,070</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$22,070</b>

Exhibit C-4, TANF Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Joan G. Lovering Health Center</u> Budget Request for: <u>TANF</u> Budget Period <u>G&amp;C Approval - June 30, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$31,760
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$31,760</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$31,760</b>

Exhibit C-5, TANF Budget

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Joan G. Lovering Health Center</u> Budget Request for: <u>TANF</u> Budget Period <u>July 1, 2023 - December 31, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$17,324
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$17,324</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$17,324</b>



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Vendor Initials SD  
Date 7/18/2022



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.

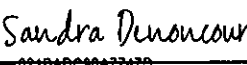
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name: Joan G. Lovering Health Center

7/18/2022

Date

DocuSigned by:  
  
 Name: Sandra Denoncour  
 Title: Executive Director

Vendor Initials   
 Date 7/18/2022





New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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


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


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

Vendor Name: Joan G. Loving Health Center

7/18/2022

Date

DocuSigned by:  
  
 Name: Sandra Denoncour  
 Title: Executive Director

Vendor Initials   
 Date 7/18/2022



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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: Joan G. Lovering Health Center

7/18/2022  
Date

DocuSigned by:  
*Sandra Denoncour*  
Name: Sandra Denoncour  
Title: Executive Director

DS  
SD  
7/18/2022  
Date



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS  
SD

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: Joan G. Lovering Health Center

7/18/2022

Date

DocuSigned by:

*Sandra Denoncour*

Name: Sandra Denoncour

Title: Executive Director

Exhibit G

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

Contractor Initials

DS  
SD



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: Joan G. Lovering Health Center

7/18/2022

Date

DocuSigned by:  
*Sandra Denoncour*  
Name: Sandra Denoncour  
Title: Executive Director

Contractor Initials SD  
Date 7/18/2022



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.



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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





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

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

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

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

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

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



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

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



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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

Date 7/18/2022



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

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

Department of Health and Human Services

Joan G. Lovering Health Center

The State by:

Name of the Contractor

Patricia M. Tilley

Sandra Denoncour

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Sandra Denoncour

Name of Authorized Representative  
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

7/18/2022

7/18/2022

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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


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

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

Contractor Name: Joan G. Lovering Health Center

7/18/2022

Date

DocuSigned by:  
  
 Name: Sandra Denoncour  
 Title: Executive Director



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FORM A

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

- The UEI (SAM.gov) number for your entity is: PJA3RFFUG3w9
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



### A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

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

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

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



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DHHS Information Security Requirements



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

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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

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

**A. Retention**

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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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**  
 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

\* Pelvic Examination

\* Blood Pressure Reading

\* 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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## **Family Planning Clinical Services Guidelines**

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

#### **A. Title X Priority Goals:**

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

#### **B. Delegate Requirements:**

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

The standard package of services includes:

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

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

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**recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

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

- **With supporting guidelines from:**  
US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current):  
[https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s\\_cid=mm6914a3\\_w](https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s_cid=mm6914a3_w)

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

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

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

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


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

American Society of Colposcopy and Cervical Pathology (ASCCP)

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

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

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

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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)

3. Work with the client interactively to select the most suitable contraceptive method (Appendix A). Use a patient-centered decision-making approach in which the provider reviews medically appropriate methods in the context of the client's priorities.
  - a) Ensure that the client understands:
    - Method effectiveness
    - Correct use of the method
    - Non-contraceptive benefits
    - Side effects
    - Protection from STDs, including HIV
  - b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
    - Social-behavioral factors
    - Intimate partner violence and sexual violence
    - Mental health and substance use behaviors
4. Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. ([https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1\\_appendix.htm#T-4-C.1\\_down](https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix.htm#T-4-C.1_down)).
5. Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding. Document the client's understanding of his or her chosen contraceptive method by using a:
  - a) Checkbox, or;
  - b) Written statement; or
  - c) Method-specific consent form
  - d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up.
6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method.
7. Counseling adolescent clients should include a discussion on:
  - a) Sexual coercion: how to resist attempts to coerce minors into engaging in sexual activities
  - b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

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

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

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

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
  - a. Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
    - Prenatal care and delivery
    - Infant care, foster care, or adoption
    - Pregnancy termination
  - a) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.
2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.
3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
  - a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
    - Peak days and signs of fertility.
    - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
    - Methods or devices that determine or predict ovulation.
    - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine.
    - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

**B. Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

**Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in**

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

1. For women:

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

2. For Men:


- a) Discussion of reproductive life plan.
- b) Sexual health assessment screening.
- c) Other screening services that include:
  - Obtain medical history
  - Screen for tobacco, alcohol, and substance use
  - Screen for immunization status
  - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
  - Screen for obesity by obtaining height, weight, & BMI
  - Screen for hypertension by obtaining BP

- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

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

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

1. Assess client:
  - a) Discuss client's reproductive life plan
  - b) Obtain medical history
  - c) Obtain sexual health assessment
  - d) Check immunization status
2. Screen client for STDs
  - a) Test sexually active women < 25 years of age and high-risk women ≥25 years of age yearly for chlamydia and gonorrhea
  - b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines.
  - c) Provide additional STD testing as indicated
    - 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**

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

## **VI. Referrals**

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

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

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

## **VII. Emergencies**

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

## **VIII. Resources**

### **Contraception:**


- US Medical Eligibility for Contraceptive Use, 2016.  
<http://www.cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC.htm>
- U.S. Selected Practice Recommendations for Contraceptive Use, 2016  
[https://www.cdc.gov/mmwr/volumes/65/rr/r6504a1.htm?s\\_cid=r6504a1\\_w](https://www.cdc.gov/mmwr/volumes/65/rr/r6504a1.htm?s_cid=r6504a1_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

## ATTACHMENT 2

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

### Preventative Care

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

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

### **Adolescent Health**

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

### **Sexually Transmitted Diseases**

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

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

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

- 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>

ATTACHMENT 2

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

**Additional Resources:**

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

## NH FAMILY PLANNING PROGRAM



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

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

## I. Purpose

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

## II. Policy

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

## III. Procedures

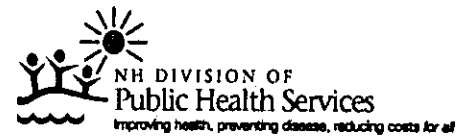
*All I&E review and approval operations, including the establishment of an I&E/Advisory Committee as described in CFR 59.6 (b), are delegated to individual sub-recipient agencies. Oversight of these operations rests with the NH FPP who will ensure each sub-recipient's adherence to Title X requirements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

### I&E/Advisory Committee Requirement

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

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

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

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

### 1. Size

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

### 2. Composition

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

### 3. Functions

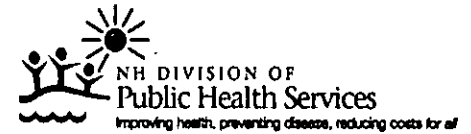
The I&E/Advisory Committee must review and approve all I&E materials (print and electronic) developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency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

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

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

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#### 4. Frequency of Review

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

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

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

#### **Responsibility of Review and Approval**


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

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

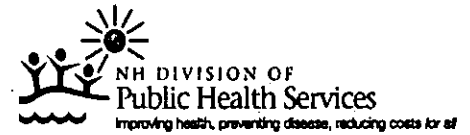
The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipient compliance with the Title X project as it relates to the review and approval of all I&E materials.

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

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

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*own agency).*

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

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

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


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

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

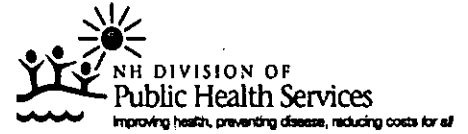
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Date

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## NH FAMILY PLANNING PROGRAM



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

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


This set of policies describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with Community Participation, Education and Project promotion requirements and the subsequent requirement to establish a system for ensuring that the sub-recipient provides opportunities for participation to individuals who represent significant elements of the population served by the Title X-funded project, including participating in activities related to the development, implementation, and evaluation of the Title X project.

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

- a. Community Participation.** Title X sub-recipient agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served; and by persons in the community knowledgeable about the community's needs for family planning services (42 CFR 59.5(b)(10)).

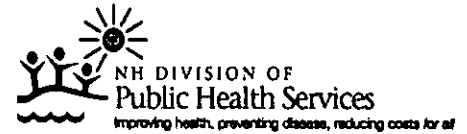
*To fulfill the community participation requirement, sub-recipient agencies may create an Advisory Board or Committee or use a board or committee that is already in existence for this purpose as long as it meets the above requirements. The Advisory Committee can also serve to fulfill the I&E Review and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

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

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

- Conduct routine community needs assessments and/or joint community needs assessments with community partners where service areas overlap.
- Administer client satisfaction surveys and use results for program planning.
- Collect feedback from clients through social media platforms.
- Develop mechanism for obtaining feedback from community members on agency Title X services and materials. Mechanisms may include a community advisory committee, youth advisory committee, or patient advisory committee.
- Present at community meetings and solicit feedback.
- Conduct a survey with community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations).
- Conduct focus groups with clients or community partners.
- Problem solve at service sites (e.g., determine how to increase male services; solve a “no show” problem; improve customer service).
- Offer feedback about your family planning program strengths and suggest areas needing improvement. Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.
- Community Presentations (e.g., providing education at a local school on a reproductive health topic).
- Attending community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners ((mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

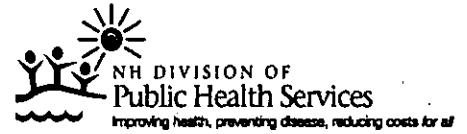
### III. Sub-recipient Policies and Procedures

**Sub-recipients should establish policies and procedures that include:**

- A process by which diverse community members (identified through needs assessment) will be involved in efforts to develop, assess, and/or evaluate the family planning project.
- A process for documenting community engagement activities (reports, meeting minutes).
- A process to document the committee is active, if applicable (meeting minutes).

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- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of planned activities.
- A community education and service promotion plan that:
  - states that the purpose is to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial,
  - promotes the use of family planning among those with unmet need,
  - utilizes an appropriate range of methods to reach the community, and
  - includes an evaluation strategy.

## Community Participation, Education, and Project Promotion Agreement

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

policy regarding Community Engagement, Education, and Project Promotion as detailed above.

I agree to ensure all agency staff and subcontractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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
ATTACHMENT 4

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

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

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

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

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
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: \_\_\_\_\_

**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

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 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

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**  
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**Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure Title X family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.**

By August 31st of each SFY, sub-recipients will submit an annual training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines. (*Performance Measure #8*)

Sub-recipient provides grantee a copy of completed annual training report by August 31, 2022.

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

**Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.**


Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

**Clinical Performance:**

The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

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**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**

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**Sample Work Plan**

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

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

INPUT/RESOURCES	PLANNED ACTIVITIES
-----------------	--------------------

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

	EVALUATION ACTIVITIES
--	-----------------------

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

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

INPUT/RESOURCES	PLANNED ACTIVITIES
-----------------	--------------------

Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
Care Management Team	3. Staff conducting Transitions of Care follow-up will update patients’ record, including medication reconciliation.
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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ATTACHMENT 4  
**TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN**  
**NH FAMILY PLANNING - SFY 22-23**  
 (Contract Period – January 1, 2022 – June 30, 2023)

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

<b>Program Goal:</b> <i>Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational &amp; health promotion, and interventions) that will reduce reproductive risk.</i>	
<b>Performance Measure:</b> The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
<b>Project Objective:</b>	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
	•
	<b>EVALUATION ACTIVITIES</b>
	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
<b>SFY 22 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2021- June 30, 2022.</i>	
____ Target/Objective Met	
<b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
____ Target/Objective Not Met	
<b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
<b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year.</i>	
____ <b>Revised Work Plan Attached</b> (Please check if work plan has been revised)	
<b>SFY 23 Outcome:</b> <i>Insert your agency's data/outcome results here for July 1, 2022- June 30, 2023</i>	
____ Target/Objective Met	
<b>Narrative:</b> <i>Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)</i>	
____ Target/Objective Not Met	
<b>Narrative for Not Meeting Target:</b> <i>Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.</i>	
<b>Proposed Improvement Plan:</b> <i>Explain what your agency will do (differently) to achieve target/objective for next year</i>	

ATTACHMENT 4

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

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

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

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

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

Program Goal: <i>Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.</i>	
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:	
<b>INPUT/RESOURCES</b>	<b>PLANNED ACTIVITIES</b>
	•
	<b>EVALUATION ACTIVITIES</b>
	•
<b>WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)</b>	
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>	

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

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

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

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

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

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

**Indicators:**

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

**SFY XX Outcome**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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:**

<b>Outreach Plan</b>		<b>Outreach Report</b>	
<b>Agency/Individual Partner Contacted</b>	<b>Purpose</b>	<b>Contact Date</b>	<b>Outcome – Linkages Established</b>

**Family Planning (FP) Performance Measure #8**

**Annual Training Report**

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.

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## NH FAMILY PLANNING PROGRAM



**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES FUNDING POLICY**  
 Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0  
 Effective Date: July 1, 2022 Next Review Date: June 30, 2023

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

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

## I. TANF Funding Policy

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

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

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

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

### Suggestions for TANF-funded promotional activities/events:

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

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# NH FAMILY PLANNING PROGRAM



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

## TANF Funding Policy Agreement

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

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

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

\_\_\_\_\_  
 Date

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# State of New Hampshire

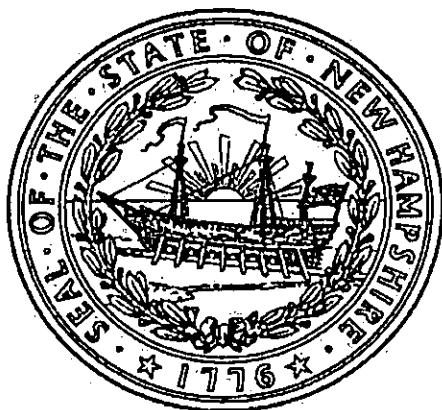
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 641092

Certificate Number: 0005827920



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Bear, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Feminist Health Center of Portsmouth dba Joan G. Loving Health Center.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 12, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sandra Denoncour, Executive Director (may list more than one person)

is duly authorized on behalf of Feminist Health Center of Portsmouth dba Joan G. Loving Health Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: Jul 12, 2022

Cm Bear

Cynthia Bear (Jul 12, 2022 15:21 EDT)

Signature of Elected Officer

Name: Cynthia Bear

Title: Chair, Board of Directors




# JGLHC\_Cert of Authority

Final Audit Report

2022-07-12

Created:	2022-07-12
By:	Sandra Denoncour (sandi@jglhc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJEk9o8J75hb63d3gMjLMTsn2AJp9vwu

## "JGLHC\_Cert of Authority" History

-  Document created by Sandra Denoncour (sandi@jglhc.org)  
2022-07-12 - 5:46:11 PM GMT
-  Document emailed to cynthia.m.bear@gmail.com for signature  
2022-07-12 - 5:46:33 PM GMT
-  Email viewed by cynthia.m.bear@gmail.com  
2022-07-12 - 7:20:46 PM GMT
-  Document e-signed by Cynthia Bear (cynthia.m.bear@gmail.com)  
Signature Date: 2022-07-12 - 7:21:36 PM GMT - Time Source: server
-  Agreement completed.  
2022-07-12 - 7:21:36 PM GMT







## **Mission**

The Joan G Lovering Health Center is a reproductive and sexual health center. Lovering Health Center's mission is to provide confidential, comprehensive and accurate sexual and reproductive health information and services to all in a supportive environment. It is our passion to honor, respect, and advocate for the right of everyone to maintain freedom and choices regarding their own sexual and reproductive health.

Form **8879-EO**

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

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

For calendar year 2020, or fiscal year beginning ..... 2020, and ending ..... 20 .....  
▶ Do not send to the IRS. Keep for your records.  
▶ Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.

**2020**

Name of exempt organization or person subject to tax: **THE FEMINIST HEALTH CENTER  
OF PORTSMOUTH, INC.**

Taxpayer identification number  
**22-2572590**

Name and title of officer or person subject to tax: **MICHAEL MURPHY  
AD HOC**

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

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12).....	1b <u>685,077</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9) .....	2b _____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22) .....	3b _____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5) .....	4b _____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance due (Form 8868, line 3c) .....	5b _____
6a Form 990-T check here ▶ <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4) .....	6b _____
7a Form 4720 check here ▶ <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1) .....	7b _____

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

Under penalties of perjury, I declare that  I am an officer of the above organization or  I am a person subject to tax with respect to (name of organization) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission; (b) the reason for any delay in processing the return or refund, and (c) the date of any refund, if applicable. I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize MURPHY, POWERS & WILSON CPAS, PC to enter my PIN 31321 as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶ \_\_\_\_\_ Date ▶ 06/11/21

**Part III Certification and Authentication**

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

**02056342500**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ 06/11/21

**ERO Must Retain This Form — See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2020)

Form **990**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

**2020**

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

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

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

**A For the 2020 calendar year, or tax year beginning** \_\_\_\_\_, **and ending** \_\_\_\_\_

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

**C Name of organization** THE FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.  
**Doing business as** JOAN G. LOVERING HEALTH CENTER  
**Number and street (or P.O. box if mail is not delivered to street address)** 559 PORTSMOUTH AVENUE  
**City or town, state or province, country, and ZIP or foreign postal code** GREENLAND NH 03840

**D Employer identification number** 22-2572590  
**E Telephone number** 603-436-6171  
**G Gross receipts \$** 685,077

**F Name and address of principal officer:**  
 CYNTHIA BEAR  
 P.O. BOX 91  
 RYE BEACH NH 03871

**H(a) Is this a group return for subordinates?**  Yes  No  
**H(b) Are all subordinates included?**  Yes  No  
 If "No," attach a list. See instructions.

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

**J Website:** WWW.JOANGLOVERINGHEALTHCENTER.ORG **H(c) Group exemption number** ▶

**K Form of organization:**  Corporation  Trust  Association  Other ▶ **L Year of formation:** \_\_\_\_\_ **M State of legal domicile:** \_\_\_\_\_

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities:  
 PROVIDE ABORTION AND GYNECOLOGICAL SERVICES. CONFIDENTIAL HIV/AIDS COUNSELING AND TESTING FOR FEMALES AND MALES. CONTRACEPTION EDUCATION AND METHODS. SEXUALLY-TRANSMITTED DISEASE (STD) CLINICS. DEDICATED TO CHOICE.

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

3 Number of voting members of the governing body (Part VI, line 1a) 3 9

4 Number of independent voting members of the governing body (Part VI, line 1b) 4 9

5 Total number of individuals employed in calendar year 2020 (Part V, line 2a) 5 17

6 Total number of volunteers (estimate if necessary) 6 4

7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0

7b Net unrelated business taxable income from Form 990-T, Part 1, line 31 7b 0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	153,446	426,655
9 Program service revenue (Part VIII, line 2g)	303,510	258,056
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	132	74
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	123,038	292
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	580,126	685,077
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)	358,132	411,845
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 7,207		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	261,313	254,065
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	619,445	665,910
19 Revenue less expenses. Subtract line 18 from line 12	-39,319	19,167
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	510,304	519,943
21 Total liabilities (Part X, line 26)	135,044	125,516
22 Net assets or fund balances. Subtract line 21 from line 20	375,260	394,427

**Part II Signature Block**

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

**Sign Here**

Signature of officer: **MICHAEL MURPHY** Date: **AD HOC**

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: **MICHAEL J. MURPHY** Preparer's signature: \_\_\_\_\_ Date: **11/11/21** Check  if self-employed PTIN: **P00291869**

Firm's name: **MURPHY, POWERS & WILSON CPAS, PC** Firm's EIN: **02-0466387**

Firm's address: **ONE MERRILL INDUSTRIAL DRIVE HAMPTON, NH 03842-1942** Phone no.: **603-926-8063**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



**Part III** Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission:  
**PROVIDE ABORTION AND GYNECOLOGICAL SERVICES . CONFIDENTIAL HIV/AIDS COUNSELING AND TESTING FOR FEMALES AND MALES. CONTRACEPTION EDUCATION AND METHODS . SEXUALLY-TRANSMITTED DISEASE (STD) CLINICS . DEDICATED TO CHOICE .**

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

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

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

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

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

4a (Code: ) (Expenses \$ **648,449** including grants of \$ ) (Revenue \$ )  
**PROVIDE ABORTION AND GYNECOLOGICAL SERVICES . GRANTS WERE USED TO DEFRAY COSTS OF THE STD/HIV CLINICS AND MORE THAN 500 PATIENTS WERE SEEN .**

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4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )  
**N/ A**

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )  
**N/ A**

4d Other program services (Describe on Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **648,449**

**Part IV Checklist of Required Schedules**

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

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**Part IV Checklist of Required Schedules (continued)**

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

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**Part V Statements Regarding Other IRS Filings and Tax Compliance**

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

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

1a	11
1b	0



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

		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	17		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	2b		X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			X
8	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	<b>Sponsoring organizations maintaining donor advised funds.</b>				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	<b>Section 501(c)(7) organizations.</b> Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	<b>Section 501(c)(12) organizations.</b> Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

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

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

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? b Describe in Schedule O the process, if any, used by the organization to review this Form 990. 12a Did the organization have a written conflict of interest policy? If "No," go to line 13 b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done 13 Did the organization have a written whistleblower policy? 14 Did the organization have a written document retention and destruction policy? 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? a The organization's CEO, Executive Director, or top management official b Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions). 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed N H
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [X] Another's website [ ] Upon request [ ] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records

SANDI DENONCOUR
GREENLAND

559 PORTSMOUTH AVE

NH 03840

603-436-7588

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

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

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

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

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

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LISA LEACH EXECUTIVE DIRECTOR	40.00 0.00	X		X			78,936	0	0	
(2) CYNTHIA BEAR DIRECTOR	2.00 0.00	X					0	0	0	
(3) CHRISTIE DAVIS VICE CHAIR	2.00 0.00	X		X			0	0	0	
(4) PEGGY LAMB DIRECTOR	2.00 0.00	X					0	0	0	
(5) MICHAEL MURPHY AD HOC	2.00 0.00	X					0	0	0	
(6) MARY TOUMPAS DIRECTOR	2.00 0.00	X					0	0	0	
(7) KATHERINE ROBERT DIRECTOR	2.00 0.00			X			0	0	0	
(8) ELEANOR MACKENZIE DIRECTOR	2.00 0.00			X			0	0	0	
(9) KAYLA PUTNAM DIRECTOR	2.00 0.00			X			0	0	0	
(10)										
(11)										



**Part VIII** Statement of Revenue

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

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	229,977			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	196,678			
	g Noncash contributions included in lines 1a-1f	1g	\$			
	<b>h Total. Add lines 1a-1f</b>		<b>426,655</b>			
	Program Service Revenue	2a MEDICAL SERVICES PROVIDED	Business Code	217,490	217,490	
		b SALE OF MEDICAL SUPPLIES		40,566	40,566	
c						
d						
e						
f All other program service revenue						
<b>g Total. Add lines 2a-2f</b>			<b>258,056</b>			
3 Investment income (including dividends, interest, and other similar amounts)		74			74	
4 Income from investment of tax-exempt bond proceeds						
5 Royalties						
Other Revenue	6a Gross rents	6a				
	b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c				
	<b>d Net rental income or (loss)</b>					
	7a Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
	b Less: cost or other basis and sales exps.	7b				
	c Gain or (loss)	7c				
	<b>d Net gain or (loss)</b>					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a				
	b Less: direct expenses	8b				
	<b>c Net income or (loss) from fundraising events</b>					
	9a Gross income from gaming activities. See Part IV, line 19	9a				
	b Less: direct expenses	9b				
	<b>c Net income or (loss) from gaming activities</b>					
10a Gross sales of inventory, less returns and allowances	10a					
b Less: cost of goods sold	10b					
<b>c Net income or (loss) from sales of inventory</b>						
Miscellaneous Revenue	11a MISCELLANEOUS INCOME	Business Code	292	292		
	b					
	c					
	d All other revenue					
	<b>e Total. Add lines 11a-11d</b>		<b>292</b>			
<b>12 Total revenue. See instructions</b>		<b>685,077</b>	<b>258,348</b>	<b>0</b>	<b>74</b>	

**Part IX | Statement of Functional Expenses**

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	348,544	348,544		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	35,712	29,927	5,785	
10 Payroll taxes	27,589	23,120	4,469	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
9 Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	5,976	5,976		
12 Advertising and promotion	7,473	7,473		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	67,249	67,249		
17 Travel	2,079	2,079		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	5,402	5,402		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	15,045	15,045		
23 Insurance	32,365	32,365		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MEDICAL SUPPLIES	31,651	31,651		
b CONTRACEPTIVE SUPPLIES	23,628	23,628		
c CLINICAL SERVICES	17,892	17,892		
d FUNDRAISING EXPENSE	7,207			7,207
e All other expenses	38,098	38,098		
25 Total functional expenses. Add lines 1 through 24e	665,910	648,449	10,254	7,207
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

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**Part X Balance Sheet**

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

		(A)		(B)
		Beginning of year		End of year
Assets	1 Cash—non-interest-bearing	119,183	1	150,058
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	6,091	4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	860	9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 950,000		
	b Less: accumulated depreciation	10b 581,949	10c 382,179	368,051
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets	1,991	14	1,833
	15 Other assets. See Part IV, line 11		15	1
16 Total assets. Add lines 1 through 15 (must equal line 33)	510,304	16	519,943	
Liabilities	17 Accounts payable and accrued expenses	9,601	17	1,224
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	125,443	23	115,347
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	8,945
		135,044	26	125,516
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	375,260	27	394,427
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds	375,260	31	394,427
32 Total net assets or fund balances	510,304	32	519,943	
33 Total liabilities, net assets, or fund balances		33		

**Part XI Reconciliation of Net Assets**

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	685,077
2	Total expenses (must equal Part IX, column (A), line 25)	2	665,910
3	Revenue less expenses. Subtract line 2 from line 1	3	19,167
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	375,260
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	394,427

**Part XII Financial Statements and Reporting**

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

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

	Yes	No
2a		X
2b		X
2c		
3a		
3b		

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**Schedule B**

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

**Schedule of Contributors**

OMB No. 1545-0047

**2020**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

**THE FEMINIST HEALTH CENTER  
OF PORTSMOUTH, INC.**

Employer identification number

**22-2572590**

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( **3** ) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

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

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**General Rule**

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

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

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

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

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

Name of organization **THE FEMINIST HEALTH CENTER** Employer identification number **22-2572590**

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

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	SEA PAYCHECK PROTECTION FORGIVENESS US SMALL BUSINESS ADMINISTRATION 409 3RD STREET, SW WASHINGTON DC 20416	\$ 41,620	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	SBA ECONOMIC INJURY DISASTER LOAN US SMALL BUSINESS ADMINISTRATION 409 3RD STREET, SW WASHINGTON DC 20416	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	ALICE LARREA 6 SEA TRUMPET ROAD YORK ME 03909	\$ 13,800	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	ANNE AMBROGI 19 BRADLEY LANE NORTH HAMPTON NH 03862	\$ 10,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	THORESEN AND WERNER FAMILIES FUND NEW HAMPSHIRE CHARITABLE FUND 466 MARKET ST. PORTSMOUTH NH 03801	\$ 7,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	KATHARINE MOODY 6 HODGON FARM LANE NEWINGTON NH 03801	\$ 7,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number  
22-2572590

**THE FEMINIST HEALTH CENTER**

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

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	SHARYN ZUNZ 14 STONE QUARRY DR. APT. 347 DURHAM NH 03824	\$ 7,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	GREATER PORTSMOUTH REHABILITATION CE 105 CORPORATE DRIVE PORTSMOUTH NH 03801	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<b>CLIENT COPY</b>			
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

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

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

THE FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.

Employer identification number

22-2572590

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

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

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

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

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

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

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

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.

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

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other .....
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

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

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                       | Amount |
|---------------------------------------|--------|
| c Beginning balance .....             | 1c     |
| d Additions during the year .....     | 1d     |
| e Distributions during the year ..... | 1e     |
| f Ending balance .....                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII  Yes  No

**Part V Endowment Funds.**

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

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

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- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ▶ .....%
  - b Permanent endowment ▶ .....%
  - c Term endowment ▶ .....%
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations .....  | 3a(i)  |    |
| (ii) Related organizations .....   | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ..... | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		45,480		45,480
b Buildings				
c Leasehold improvements				
d Equipment				
e Other		904,520	581,949	322,571
<b>Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)</b>				<b>368,051</b>

**Part VII** Investments – Other Securities.

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

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

**Part VIII** Investments – Program Related.

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

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

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**Part IX** Other Assets.

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

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

**Part X** Other Liabilities.

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

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) PPP NOTE PAYABLE PORTION	8,945
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	<b>8,945</b>

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



**Part XIII | Supplemental Information** *(continued)*

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

Department of the Treasury  
Internal Revenue Service

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

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

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

Open to Public  
Inspection.

Name of the organization **THE FEMINIST HEALTH CENTER  
OF PORTSMOUTH, INC.**

Employer identification number  
**22-2572590**

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990  
THE TAX RETURN IS PREPARED BY THE TREASURER AND REVIEWED WITH THE EXECUTIVE  
DIRECTOR AND FINACE COMMITTEE PRIOR TO FILING.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY  
THE MEMBERS OF THE BOARD OF DIRECTORS REVIEW THE CONFLICT OF INTEREST  
POLICY ON AN ANNUAL BASIS. THEY ALSO SIGN THE CONFLICT OF INTEREST  
STATEMENT ON AN ANNUAL BASIS.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL  
THE EXECUTIVE DIRECTOR'S PERFORMANCE AND SALARY IS REVIEWED ON AN ANNUAL  
BASIS BY A SPECIAL COMPENSATION COMMITTEE OF THE BOARD.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION  
THE FINANCIAL STATEMENTS AND TAX RETURN ARE AVAILABLE THRU THE NH ATTORNEY  
GENERAL'S OFFICE, CHARITABLE TRUST UNIT.

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

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2020**

Department of the Treasury  
Internal Revenue Service

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

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

Name of the organization  
**THE FEMINIST HEALTH CENTER  
OF PORTSMOUTH, INC.**

Employer identification number  
**22-2572590**

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

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

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations .....
  - g Provide the following information about the supported organization(s).

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test—2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	236,556	257,449	257,385	153,446	426,655	1,331,491
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	371,824	334,021	384,472	435,944	258,348	1,784,609
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	608,380	591,470	641,857	589,390	685,003	3,116,100
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						3,116,100

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	608,380	591,470	641,857	589,390	685,003	3,116,100
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	50	98	51	132	74	405
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	50	98	51	132	74	405
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	608,430	591,568	641,908	589,522	685,077	3,116,505

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	99.99 %
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	99.99 %

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

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

19a 33 1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

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

**Part IV Supporting Organizations**

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

**Section A. All Supporting Organizations**

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

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Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Sub-rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

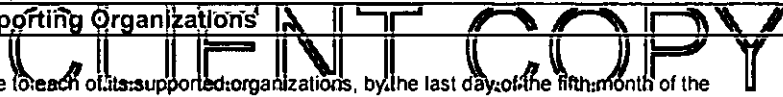


Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the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

Section E. Type III Functionally-Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see Instructions). Sub-rows a, b, c. Row 2: Activities Test. Answer lines 2a and 2b below. Sub-rows a, b. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. Sub-rows a, b.

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

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

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2020 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

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

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Form <b>990</b>	<b>Two Year Comparison Report</b>	<b>2019 &amp; 2020</b>
Name <b>THE FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.</b>		Taxpayer Identification Number <b>22-2572590</b>
For calendar year 2020, or tax year beginning _____, ending _____		

		2019	2020	Differences
<b>Revenue</b>	1. Contributions, gifts, grants	98,658	196,678	98,020
	2. Membership dues and assessments			
	3. Government contributions and grants	54,788	229,977	175,189
	4. Program service revenue	303,510	258,056	-45,454
	5. Investment income	132	74	-58
	6. Proceeds from tax exempt bonds			
	7. Net gain or (loss) from sale of assets other than inventory			
	8. Net gain or (loss) from sale of assets other than inventory	119,756		-119,756
	9. Net income or (loss) from fundraising events			
	10. Net income or (loss) from gaming			
	11. Net gain or (loss) on sales of inventory	3,282	292	-2,990
	12. Total revenue. Add lines 1 through 11	580,126	685,077	104,951
<b>Expenses</b>	13. Grants and similar amounts paid			
	14. Benefits paid to or for members			
	15. Compensation of officers, directors, trustees, etc.	73,629		-73,629
	16. Salaries, other compensation, and employee benefits	284,503	411,845	127,342
	17. Professional fundraising fees			
	18. Other professional fees	200		-200
	19. Occupancy, rent, utilities, and maintenance	34,786	67,249	32,463
	20. Depreciation and Depletion	23,078	15,045	-8,033
	21. Other expenses	203,249	171,771	-31,478
	22. Total expenses. Add lines 13 through 21	619,445	665,910	46,465
	23. Excess or (Deficit). Subtract line 22 from line 12	-39,319	19,167	58,486
<b>Other Information</b>	24. Total exempt revenue	580,126	685,077	104,951
	25. Total unrelated revenue			
	26. Total excludable revenue	306,924	258,422	-48,502
	27. Total assets	510,304	519,943	9,639
	28. Total liabilities	135,044	125,516	-9,528
	29. Retained earnings	375,260	394,427	19,167
	30. Number of voting members of governing body	9	9	
	31. Number of independent voting members of governing body	9	9	
	32. Number of employees	10	17	
	33. Number of volunteers	4	4	

Form <b>990</b>	<b>Tax Return History</b>	<b>2020</b>
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Name <b>THE FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.</b>	Employer Identification Number <b>22-2572590</b>
--	---

	2016	2017	2018	2019	2020	2021
Contributions, gifts, grants	236,556	257,449	257,385	153,446	426,655	
Membership dues						
Program service revenue	324,231	279,590	274,583	303,510	258,056	
Capital gain or loss						
Investment income	50	98	51	132	74	
Fundraising revenue (income/loss)	32,778	49,834	37,082	119,756		
Gaming revenue (income/loss)						
Other revenue	5,100		62,681	3,282	292	
<b>Total revenue</b>	<b>598,715</b>	<b>586,971</b>	<b>631,782</b>	<b>580,126</b>	<b>685,077</b>	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.	65,810	43,254	47,402	73,629		
Other compensation	261,129	338,441	297,567	284,503	411,845	
Professional fees	4,761	27,714	504	200		
Occupancy costs	34,595	42,198	29,113	34,786	67,249	
Depreciation and depletion	29,794	28,212	27,023	23,078	15,045	
Other expenses	165,961	160,400	154,635	203,249	171,771	
<b>Total expenses</b>	<b>562,050</b>	<b>615,219</b>	<b>556,244</b>	<b>619,445</b>	<b>665,910</b>	
<b>Excess or (Deficit)</b>	<b>36,665</b>	<b>-28,248</b>	<b>75,538</b>	<b>-39,319</b>	<b>19,167</b>	
<b>Total exempt revenue</b>	<b>598,715</b>	<b>586,971</b>	<b>631,782</b>	<b>580,126</b>	<b>685,077</b>	
Total unrelated revenue						
Total excludable revenue	329,381	279,688	337,315	306,924	258,422	
Total Assets	537,406	519,956	558,010	510,304	519,943	
Total Liabilities	170,117	180,915	143,431	135,044	125,516	
<b>Net Fund Balances</b>	<b>367,289</b>	<b>339,041</b>	<b>414,579</b>	<b>375,260</b>	<b>394,427</b>	

Form **4562**

**Depreciation and Amortization**  
(Including Information on Listed Property)

OMB No. 1545-0172

**2020**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to your tax return.

Attachment  
Sequence No. **179**

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Name(s) shown on return <b>THE FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.</b>	Identifying number <b>22-2572590</b>
--	---

Business or activity to which this form relates

**INDIRECT DEPRECIATION**

**Part I Election To Expense Certain Property Under Section 179**  
Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions) .....	1	1,040,000
2 Total cost of section 179 property placed in service (see instructions) .....	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions) .....	3	2,590,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- .....	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions .....	5	
6 (a) Description of property (b) Cost (business use only) (c) Elected cost		
7 Listed property. Enter the amount from line 29 .....	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 .....	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8 .....	9	
10 Carryover of disallowed deduction from line 13 of your 2019 Form 4562 .....	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions .....	11	
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11 .....	12	
13 Carryover of disallowed deduction to 2021. Add lines 9 and 10, less line 12 .....	▶ 13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions .....	14	
15 Property subject to section 168(l)(1) election .....	15	
16 Other depreciation (including ACRS) .....	16	3,745

**Part III MACRS Depreciation (Don't include listed property. See instructions.)**

**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2020 .....	17	11,299
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here .....	▶	

**Section B—Assets Placed in Service During 2020 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

**Section C—Assets Placed in Service During 2020 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L
b 12-year			12 yrs.		S/L
c 30-year			30 yrs.	MM	S/L
d 40-year			40 yrs.	MM	S/L

**Part IV Summary (See instructions.)**

21 Listed property. Enter amount from line 28 .....	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions .....	22	15,044
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs .....	23	

For Paperwork Reduction Act Notice, see separate instructions.

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

Table with columns for property type, date placed in service, business/investment use percentage, cost or other basis, basis for depreciation, recovery period, method/convention, depreciation deduction, and elected section 179 cost. Includes rows 25-29.

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

Table for vehicle use information with columns for Vehicle 1 through Vehicle 6. Rows 30-36 cover miles driven and personal use availability.

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons. See instructions.

Table with rows 37-41 asking about written policies and requirements for vehicle use by employees.

Part VI Amortization

Table for amortization with columns for description of costs, date amortization begins, amortizable amount, code section, amortization period or percentage, and amortization for this year. Includes rows 42-44.

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22-2572590

Federal Asset Report

FYE: 12/31/2020

Form 990, Page 1

Asset	Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
<b>Prior MACRS:</b>									
1	BUILDING	6/30/87	161,422			161,422	31 MM S/L	161,422	0
2	CENTRAL AIR CONDITIONING	6/30/90	4,650			4,650	31 MM S/L	4,236	147
3	FURNACE	6/30/90	3,268			3,268	31 MM S/L	2,977	103
4	EXTERIOR PAINTING	6/30/90	2,600			2,600	31 MM S/L	2,368	82
5	INTERIOR PAINTING	6/30/90	2,145			2,145	31 MM S/L	1,953	69
6	IMPROVEMENTS	6/10/91	1,556			1,556	31 MM S/L	1,368	50
7	IMPROVEMENTS	9/24/91	230			230	31 MM S/L	201	7
8	ALARM SYSTEM	3/31/92	808			808	20 HY S/L	808	0
9	STEEL DOORS/FRAMES/LOCKS	5/31/93	1,487			1,487	20 HY S/L	1,487	0
10	CHAIN LINK FENCE	5/31/93	615			615	10 HY S/L	615	0
11	PICKET FENCE	8/31/93	400			400	10 HY S/L	400	0
12	DRIVEWAY/PARKING LOT	10/31/93	1,429			1,429	10 HY S/L	1,429	0
13	INTERCOM	10/31/93	741			741	7 HY S/L	741	0
14	EXTERIOR PAINT	10/31/93	950			950	10 HY S/L	950	0
15	OFFICE WINDOW	10/31/93	520			520	10 HY S/L	520	0
16	WINDOW/COUNTER	12/31/93	900			900	5 HY S/L	900	0
17	CABINETS	2/25/94	500			500	10 HY S/L	500	0
18	BUILDING ENTRANCEWAY	7/01/95	19,668			19,668	40 MM S/L	12,026	492
19	BUILDING IMPROVEMENTS	6/30/97	8,233			8,233	39 MM S/L	4,754	211
20	TILE WORK	1/15/98	293			293	39 MM S/L	164	8
22	IMPROVEMENTS	6/30/87	126,406			126,406	31 MM S/L	126,406	0
23	FREEZER	6/30/87	379			379	7 HY 200DB	379	0
24	MEDICAL EQUIPMENT	6/30/87	8,900			8,900	3 HY S/L	8,900	0
25	MEDICAL EQUIPMENT	6/30/88	1,514			1,514	7 HY 200DB	1,514	0
26	MEDICAL EQUIPMENT	6/30/89	5,886			5,886	7 HY 200DB	5,886	0
27	VACUUM PUMP	6/30/93	1,030			1,030	5 HY S/L	1,030	0
28	2 EXAM BEDS	3/01/96	1,298			1,298	7 HY S/L	1,298	0
30	WAITING ROOM FURNITURE	7/20/94*	1,386			1,386	7 HY 200DB	1,386	0
31	VIDEO MONITORING SYSTEM	9/01/95	1,705			1,705	7 HY S/L	1,705	0
32	ALARM SYSTEM	10/01/96	1,947			1,947	7 HY S/L	1,947	0
33	CHAIRS	9/05/98	391			391	7 HY 200DB	391	0
35	WASHING MACHINE	11/05/91	379			379	7 HY 200DB	379	0
36	TELEPHONE SYSTEM	1/01/96	2,577			2,577	7 HY S/L	2,577	0
37	OFFICE EQUIPMENT	6/30/97	2,040			2,040	7 HY 200DB	2,040	0
38	TELEPHONES	8/14/98	514			514	5 HY 200DB	514	0
39	COMPUTER	4/03/98	1,509			1,509	5 HY 200DB	1,509	0
41	IMPROVEMENTS	6/05/01	4,775			4,775	39 MMS/L	2,258	123
42	WASHER/DRYER	7/02/02	745		X	521	7 HY 200DB	745	0
43	COMPUTER/PRINTER	7/02/02	2,796		X	1,957	5 HY 200DB	2,796	0
44	ULTRASOUND MACHINGE	1/02/02	20,000		X	14,000	10 HY 200DB	20,000	0
45	MICROSCOPE	6/02/02	557		X	390	5 HY 200DB	557	0
46	PAPER SHREDDER	8/06/03	539			539	5 MQ200DB	539	0
47	TELEPHONE SYSTEM	10/22/03	2,660			2,660	7 MQ200DB	2,660	0
48	AIR CONDITIONER	8/04/04	4,470			4,470	10 HY 200DB	4,470	0
49	DRIVEWAY	9/04/04	10,500			10,500	15 HY 150DB	10,490	0
50	COMPUTER	8/04/04	1,590			1,590	5 HY 200DB	1,590	0
51	FLOORING	1/24/05	3,293			3,293	5 HY 200DB	3,293	0
52	COMPUTER	5/03/06	1,940			1,940	5 HY 200DB	1,940	0
59	NEW BUILDING ADDITION	11/01/14	356,301			356,301	39 MM S/L	46,822	9,136
61	COMPUTERS	11/01/14	14,079		X	7,039	5 MQ200DB	14,079	0
62	FURNITURE & FIXTURES	11/01/14	11,834		X	5,917	7 MQ200DB	10,866	516
63	MEDICAL EQUIPMENT	11/01/14	12,789		X	6,394	5 MQ200DB	12,789	0
64	OFFICE EQUIPMENT	11/01/14	2,252		X	1,126	5 MQ200DB	2,252	0
65	MEDICAL EQUIPMENT	6/30/15	11,971		X	5,986	5 HY 200DB	11,626	345
66	OFFICE EQUIPMENT	6/30/15	367		X	183	5 HY 200DB	357	10
			<u>833,734</u>			<u>799,857</u>		<u>507,809</u>	<u>11,299</u>
<b>ACRS:</b>									
29	FIXTURES	6/30/85	7,117			7,117	3 HY S/L	7,117	0
34	OFFICE EQUIPMENT	6/30/85	3,549			3,549	3 HY S/L	3,549	0
	<b>Total ACRS Depreciation</b>		<u>10,666</u>			<u>10,666</u>		<u>10,666</u>	<u>0</u>
<b>Other Depreciation:</b>									
21	LAND	6/30/97	34,980			34,980	0 -- Land	0	0
40	ULTRASOUND MACHINE	11/16/00	22,488			22,488	5 MO200DB	22,488	0

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22-2572590

## Federal Asset Report

FYE: 12/31/2020

Form 990, Page 1

Asset	Description	Date In Service	Cost	Bus Sec % 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
53	BUILDING IMPROVEMENTS	5/08/07	24,973		24,973	39 MO S/L	8,026	640
54	FILES	4/30/07	2,294		2,294	7 MO S/L	2,294	0
55	OFFICE BLINDS	7/05/07	632		632	7 MO S/L	632	0
58	CARPETING	5/13/10	550		550	7 MO S/L	550	0
67	SOFTWARE	6/30/15	4,000		4,000	3 MO S/L	4,000	0
68	MEDICAL EQUIPMENT	6/30/16	14,626		14,626	5 MO S/L	10,238	2,926
69	FURNITURE & FIXTURES	6/30/18	460		460	7 MO S/L	99	65
70	OFFICE EQUIPMENT	6/30/18	350		350	5 MO S/L	105	70
71	MEDICAL EQUIPMENT	8/11/20	528		528	5 MO S/L	0	44
<b>Total Other Depreciation</b>			<u>105,881</u>		<u>105,881</u>		<u>48,432</u>	<u>3,745</u>
<b>Total ACRS and Other Depreciation</b>			<u>116,547</u>		<u>116,547</u>		<u>59,098</u>	<u>3,745</u>
<b>Amortization:</b>								
56	CLOSING COSTS	8/24/09	1,347		1,347	20 MOAmort	702	67
60	CLOSING COSTS	11/01/14	1,814		1,814	20 MOAmort	469	90
			<u>3,161</u>		<u>3,161</u>		<u>1,171</u>	<u>157</u>
<b>Grand Totals</b>			953,442		919,565		568,078	15,201
Less: Dispositions and Transfers			0		0		0	0
Less: Start-up/Org Expense			0		0		0	0
<b>Net Grand Totals</b>			<u>953,442</u>		<u>919,565</u>		<u>568,078</u>	<u>15,201</u>

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## Forms 990 / 990-EZ Return Summary

For calendar year 2020, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

**THE FEMINIST HEALTH CENTER  
OF PORTSMOUTH, INC.**

22-2572590

**Net Asset / Fund Balance at Beginning of Year** 375,260

**Revenue**

Contributions	426,655
Program service revenue	258,056
Investment income	74
Capital gain / loss	_____
Fundraising / Gaming:	
Gross revenue	_____
Direct expenses	_____
Net income	_____
Other income	292
<b>Total revenue</b>	685,077

**Expenses**

Program services	648,449
Management and general	10,254
Fundraising	7,207
<b>Total expenses</b>	665,910

**Excess / (deficit)** 19,167

Changes \_\_\_\_\_

**Net Asset / Fund Balance at End of Year** 394,427

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**Reconciliation of Revenue**

Total revenue per financial statements	_____
Less:	
Unrealized gains	_____
Donated services	_____
Recoveries	_____
Other	_____
Plus:	
Investment expenses	_____
Other	_____
<b>Total revenue per return</b>	<b>685,077</b>

**Reconciliation of Expenses**

Total expenses per financial statements	_____
Less:	
Donated services	_____
Prior year adjustments	_____
Losses	_____
Other	_____
Plus:	
Investment expenses	_____
Other	_____
<b>Total expenses per return</b>	<b>665,910</b>

	Beginning	Balance Sheet Ending	Differences
Assets	510,304	519,943	
Liabilities	135,044	125,516	
Net assets	375,260	394,427	19,167

**Miscellaneous Information**

Amended return \_\_\_\_\_  
 Return / extended due date 11/15/21  
 Failure to file penalty \_\_\_\_\_





## JGLHC\_Board of Directors, names and affiliations

Name	Officer	Email		Address	Affiliations
Cyndi Bear	Board Chair	[REDACTED]	[REDACTED]	[REDACTED]	Retired OB/GYN MD
Mary Toumpas	Board Vice Chair	[REDACTED]	[REDACTED]	[REDACTED]	Seacoast Mental Health Board of Directors
Katherine Robart Bai	Treasurer / Finance Chair	[REDACTED]	[REDACTED]	[REDACTED]	Certified Public Accountant
Eleanor Mackenzie	Secretary	[REDACTED]	[REDACTED]	[REDACTED]	Wentworth-Douglass Hospital
Christie Davis		[REDACTED]	[REDACTED]	[REDACTED]	UNH Associate Professor School of Social Work
Adriane Apicelli		[REDACTED]	[REDACTED]	[REDACTED]	UNH Harm Reduction Education Project & Adjunct Professor School of Social Work
Erica de Vries		[REDACTED]	[REDACTED]	[REDACTED]	Accessio Strategies
Stacey Smith		[REDACTED]	[REDACTED]	[REDACTED]	Jackson, Jackson, & Wagner
Mary Boisse		[REDACTED]	[REDACTED]	[REDACTED]	SOS Recovery Community Organization
Michael Murphy	Emeritas Treasurer	[REDACTED]	[REDACTED]	[REDACTED]	Murphy, Powers and Wilson CPA



Board of Directors: Minimum = 5 Maximum = 15

Members shall be elected at the annual meeting (February) for a term of 3 years. Members may serve for 2 consecutive terms. After 2 consecutive terms, member may be eligible to return to the board after a one-year hiatus. Officers will hold office for one year until their successors are elected and qualified.

# Shrijnana Sering

## Bookkeeper

Experienced nonprofit and small business bookkeeper.

Authorized to work in the US for any employer

## Work Experience

---

### Independent Bookkeeper

Good Karma Bookkeeping - Newmarket, NH  
2018 to Present

For client companies:

- Set up chart of accounts on accounting software
- Manage accounts payable and accounts receivable
- Process biweekly payroll, including expense reimbursements
- Perform monthly account reconciliations
- Generate monthly and quarterly financial reports
- Prepare accounts for tax filing

### Executive Director

The Center for Mindful Eating - Portsmouth, NH  
2018 to 2019

- Direct all aspects of professional membership organization, including database of 10,000 contacts and continuing education program
- Coordinate online and print publicity
- Manage all aspects of finances, including data entry, bill payment, bank deposits, and account reconciliation
- Develop and coordinate annual educational webinar program
- Oversee publication of quarterly professional journal
- Oversee annual budget of \$80K, and prepare financial reports for Board of Directors according to established schedule

### Executive Director

Aryaloka Buddhist Center - Newmarket, NH  
2014 to 2018

- Maintain office procedures and records, including membership database of 2000 members, weekly and monthly event registrations, manage online and print publicity, and timely filing of business records
- Manage all aspects of finances, including data entry, bill payment, bank deposits, and account reconciliation
- Develop and coordinate annual program, including weekly classes, monthly retreats, and special events

- Oversee annual budget of \$150K, and prepare financial reports for Board of Directors according to established schedule
- Supervise and train staff and volunteers in office procedures, facility management, and program implementation

### **Program Coordinator**

Aryaloka Buddhist Center - Newmarket, NH  
2010 to 2014

- Developed a comprehensive program of classes, workshops and retreats in meditation, Buddhism, yoga, and wellness
- Designed a curriculum to standardize program offerings and allow better sequencing of core topics

### **Science Teacher**

Sanborn Regional Middle School - Newton, NH  
2002 to 2007

### **Science Teacher**

Florence-Carlton School - Florence, MT  
1999 to 2001

### **Science Teacher**

Mission San Jose High School - Fremont, CA  
1996 to 1998

## Education

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### **Master of Arts in Teaching in Teaching**

University of California - Berkeley, CA

### **Bachelor of Science in Biology**

University of New Hampshire - Durham, NH

## Skills

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- Accounts Payable and Receivable
- Budgeting and forecasting
- Chart of accounts set up
- Payroll processing
- Account reconciliation and end of period close
- Proficient in Quickbooks Online and Desktop,
- Grant and project tracking Microsoft Office, Wordpress, Mailchimp, and
- Cloud-based payment systems Eventbrite
- Accounts Receivable
- Quickbooks
- Bookkeeping
- Accounts Payable

## Certifications and Licenses

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### **Quickbooks Online Proadvisor**

June 2019 to Present

## RESUMES OF KEY PERSONNEL

### Amaryllis Elaine Hager, MSN, CNM, WHNP-BC

**Professional Summary:** Passionate and experienced midwife committed to working with her patients to promote holistic wellness in their lives through the philosophy of shared and informed decision-making, reproductive justice and trauma informed care. I am recognized in our community for providing exceptional patient-centered and -empowered care through building trust and encouraging self-care through education, counseling and support. Specific areas of interest include the provision of Queer care (particularly transcare), sex positivity, prenatal care, fertility and abortion care.

#### Experience

##### **Certified Nurse Midwife, WHNP-BC Loving Health Center**

###### ***September 2020- Current***

Providing a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encourage preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

##### **Certified Nurse Midwife Planned Parenthood of Northern New England**

###### ***Oct 2017 - April 2020***

Provided a full range of primary and reproductive healthcare services for a diverse patient population of all ages, genders and socio-economic backgrounds in the clinics and via telemedicine within New Hampshire and Maine sites Encouraged preventative care through education as well as provision of Well Person Exams, screening/management of STIs, cancer screenings, PREP services, providing gender-affirming hormone therapy as well as other services for the LGBTQI+ community, and medication/behavioral management for depression/anxiety and smoking cessation Evaluated and managed reproductive health care needs such as preconception, contraception, IUD and Nexplanon insertions and removals, medication abortions, miscarriage, and management of problems such as treating STIs, vaginitis, PCOS, pelvic pain, PID, dyspareunia, vulvodynia, vaginismus, abnormal uterine bleeding and menopause

##### **Labor & Delivery and Maternity Nurse Hallmark Health (Melrose, MA)**

###### ***May 2017 - June 2018***

Assisted physician during and immediately after delivery by monitoring maternal and fetal well-being, administering medications, assessing the newborn, recording events and

documenting data in the electronic medical record Provided high-quality age and culturally appropriate care, support and education regarding labor physiology, warning signs, pain coping strategies, breastfeeding, postpartum transition, safe sleep recommendations and newborn care Worked collaboratively to manage obstetrical complications with physicians and other members of the care team

**Certified Childbirth Educator Hallmark Health (Malden, MA)**

***August 2016 – December 2018***

Educated expectant parents about physiology of childbirth, possible complications and interventions, proven pain coping strategies, relevant medications and other topics to help families make informed decisions regarding care

Provided anticipatory guidance about how to safely care for a new infant and have a healthy postpartum transition Facilitated breastfeeding classes, newborn classes, relaxation/mindfulness classes, and postpartum support groups

**Student Midwife (New Haven, CT and Cambridge, MA)**

***Sept 2015 – May 2016***

Delivered full-scope midwifery care of antepartum, intrapartum and postpartum patients in both an office setting and in association with Mount Auburn and St. Raphael's Hospitals (delivering 54 babies under the supervision of CNMs) Provided preconception counseling, family planning services, contraception, prenatal care, options counseling, menopause management, queer care and artificial intrauterine inseminations for a diverse patient population Directed care for laboring patients in consultation with the Physician and other members of the care team, completed laceration repairs, newborn exams and provided breastfeeding support and postpartum discharge teaching

**Holistic Full-Spectrum Doula Self-employed (MA, CT)**

***Spring 2011 - present***

Serve as a professional support person through all pregnancy experiences for people of all ages and gender identities including: high-risk pregnancies, abortion, miscarriage, stillbirth or fetal demise, adoption, surrogacy, transgender pregnancy and queer care in addition to supportive care before, during and after the experience Provide compassionate patient and family-centered emotional and physical support (if desired), several relaxation and pain-coping techniques, unbiased and up-to-date information, as well as providing anticipatory guidance

**Education**

**Yale University School of Nursing 3.45 GPA**

***Aug 2013 - Fall 2016*** Master's of Science in Nursing (Certified Nurse Midwife in NH and Women's Health Nurse Practitioner) Bachelor of Science in Nursing (Licensed Registered Nurse in NH)

**Lesley University (Cambridge, MA) 3.97 GPA *Fall 2009 - Fall 2012*** Bachelor of Arts in Holistic Psychology (Counseling Track, Health Minor)

- NEXPLANON Clinical Training Program (Merck) ***Fall 2015 and Fall 2019***
- First-Trimester ultrasound training (PPNNE) ***Fall 2019***

- Electronic Medical Records (EPIC, Athena, Meditech & NexGen) **Sept 2015- April 2020**
- Advanced Cardiac Life Support (ProMed Cert) **Summer 2020**
- Neonatal Resuscitation/NRP (Hallmark Health, pending renewal) **Fall 2017**
- *Trager®* Practitioner; body-mind integration facilitator for relaxation (USTA) **Spring 2007**
- Reiki II Practitioner; energy healing (John Harvey Gray Center) **1996-present**



# ILYSSA SHERMAN

## EDUCATION

**University of New Hampshire – Durham, NH September 2020**

M.S. Nursing – Clinical Nurse Leader  
Current GPA: 3.9

**University of New Hampshire – Manchester, NH May 2014**

B.A. Psychology  
Dean's List 2012-2014, GPA: 3.83

**Manchester Community College – Manchester, NH May 2012**

A.S. Medical Assisting  
President's list 2010-2012, GPA: 3.8, nominated and awarded

Certificate of Academic Excellence

## CLINICAL EXPERIENCE

Center for Urologic Care and Pelvic Medicine– Concord Hospital  
January 2020 to May 2020  
Concord, NH

Orthopedic Unit – Lakes Region General Hospital August 2019 to  
December 2019 Laconia, NH

Maternity Unit – Elliot Hospital Summer 2019  
Manchester, NH

Residential Psychiatric Facility – Riverbend Mental Health Summer  
2019  
Concord, NH

Respiratory Unit – Concord Hospital January 2019 to May 2019  
Concord, NH

## WORK EXPERIENCE

**Lovering Health Center - Greenland, NH September 2020 to present**  
**Reproductive and Sexual Health Nurse**

**Goodwin Community Health - Somersworth, NH March 2018 to December 2018 Substance Misuse Prevention Peer Mentor**

- Cooperated with the Young Adult Prevention Coordinator to implement prevention strategies county-wide with a focus on the young adult population
- Provided direct service within the community in the form of educational groups at local agencies
- Assisted the Continuum Care Manager with organization and implementation of the Stafford County K-12 School-Based Flu Clinics
- Assisted the Strafford County Public Health Team with planning the widely attended Annual Addiction Summit and many other community events
- Became primary organizer for the farmers market held at Goodwin Community Health throughout the summer

**Planned Parenthood of Northern New England - Concord, NH May 2015 to December 2018 New Hampshire Action Team Seacoast Volunteer Leader**

- Responsible for recruiting, interviewing, and training new volunteers
- Provided community outreach and education about women's reproductive health and rights through local events on the Seacoast, events included fundraisers, trivia nights, book clubs, and political outreach
- Shared personal story on a public speaking platform at the Women's March and other highly attended political events AmeriCorps - Concord, NH November 2014 to March 2015 Crisis Advocate YWCA - Manchester, NH January 2014 to May 2014 Intern/Direct Services Advocate
- Committed to weekly, overnight, on-call shifts responding to patients in multiple hospitals, disclosing or presenting with signs of sexual abuse
- Delivered strategic measures to aid mental health and development of individuals experiencing a crisis and provided solutions for management and intervention
- Implemented patient-centered, trauma-informed care with patients across the lifespan
- Provided culturally affirming services to individuals across sexual orientation and gender identity spectrums; advocated for affirming care from medical and legal professionals
- Liaised between patients, medical staff, and law enforcement
- Provided crisis counseling to patients and their companions including: evidenced based emotional support, safety planning, explanation of medical and legal procedures and rights, psychoeducation on rape and domestic violence, upon request

**RELEVANT EXPERIENCE**

- Ran for NH State Representative in Strafford County District 18 in the 2016 election
- Platform included mental health advocacy, equal rights, reproductive rights, and affordable, accessible healthcare
- Supported and advocated for Title X funding

## CERTIFICATIONS

- College Reading and Learning Association Tutor
- BLS/First Aid through the American Heart Association
- Recovery Coach through the Center for Addiction Recovery Training

# Jessica Boutell

## Medical Assistant

[REDACTED]

Trained Medical Assistant seeking a position where I can build upon my current knowledge and skill set. Having strong interpersonal skills and an upbeat, positive attitude, I work well as part of a team. As a dedicated customer service professional, I am motivated to maintain customer satisfaction. I aim to contribute to the continued growth and success of a medical office.

### Core Strengths

Adept Problem Solver  
Active Listener  
Energetic & Optimistic  
Strong organization skills  
Customer Service Expert  
Supportive Team Member

Willing to relocate: Anywhere

### Work Experience

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#### Medical Assistant

Northeast Men's Health - Salem, NH  
December 2020 to Present

Maintained a safe, secure, and healthy work environment by following standards and procedures; complying with legal regulations. Provided information, services, and assistance to patients. Obtained vital signs and recorded into patient charts. Performed venipuncture and administered vaccinations.

#### Medical Assistant

Heywood Medical Group  
July 2018 to April 2019

Maintained a safe, secure, and healthy work environment by following standards and procedures; complying with legal regulations. Provided information, services, and assistance to patients. Obtained vital signs and recorded into patient charts. Performed venipuncture and administered vaccinations.

#### Medical Assistant

Leominster Medical Associates  
November 2016 to July 2018

Verifying patient information by interviewing patient; recording medical history; confirming purpose of visit. Performed blood draws for laboratory testing. Prepared patients for examination by performing preliminary physical tests; taking blood pressure, weight, and temperature; reporting patient history summary.

### **Clinical Assistant, Dermcare**

Stocking

January 2016 to May 2017

packaging, and sterilizing tools and equipment used in medical and surgical settings prior to procedures. Cleaning all patient rooms and stocking necessary equipment for visits. Ordering all supplies needed for minor procedures. Answering bell calls to assist staff with minor procedures.

### **Membership Services Representative**

Membership Services

March 2012 to January 2016

product assistance and cleaning. Expressed appreciation and invited customers to return to the fitness center. Resolved all customer complaints and guaranteed positive experiences.

### **Education**

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#### **Associate's degree in Medical Assisting**

Porter and Chester Institute - Worcester, MA

October 2015 to February 2017

#### **Certificate**

Mount Wachusett Community College

November 2013 to January 2014

#### **High School Diploma**

Narragansett Regional High School

September 2008 to June 2011

### **Skills**

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- Venipuncture
- Experience Administering Injections
- EMR Systems
- Phlebotomy

### **Languages**

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- English - Expert

### **Certifications and Licenses**

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#### **BLS Certification**

#### **Certified Phlebotomy Technician**



# Anna Reed



**Objective** Outgoing and compassionate professional looking to leverage interpersonal skills, organizational skills, and a passion for learning by transitioning into a new field where she can help serve and give care to her community.

**Skills** Extensive customer service skills, well-organized with an attention to details, excellent time management skills, seasoned collaborator, proficient in Kronos scheduling program and POS systems. Has working knowledge of Microsoft Office, Excel, Outlook, Teams and Slack.

**Experience** Starbucks Coffee Company

Assistant Store Manager

September 2021- Present

- Assists in leading a team of 25-30 employees by teaching new skills, coaching behaviors, and fostering growth.
- Manages payroll and helps report on weekly and quarterly successes and opportunities regarding inventory, food and beverage sales, customer satisfaction, and employee satisfaction to align with company goals and expectations.
- Helps lead personal development conversations with baristas and shift supervisors to resolve gaps in learning, grow potential in partners in their current roles or possible advancement within the company. Facilitates growth by leading partners through the learning, owning, and advising steps.
- Leads by example to create an environment of belonging and acceptance for all employees as well as creating a safe and welcome environment for all patrons.
- Demonstrates radical candor by leading with empathy but challenging directly. Creates a workplace environment that allows for differing opinions but motivates collaboration and outward thinking for problem solving.

Ulta Beauty (Newington, NH)

Retail Operations Manager

October 2016- September 2021

- Managed weekly operational tasks, including cycle counts, inventory adjustments, planogram and floor resets, weekly ad sets, and weekly truck processes in order to keep store up to date with new displays and launches.
- Collaborated with Store Manager, and other assistant managers to coach, train, and develop teams of 15-25 associates.
- Assisted in hiring, scheduling, and developing staff, and worked with GM to help associates meet their personal career goals.



- Fostered welcoming and friendly environment for associates and guests by highlighting associate's strengths and assisting in further training to combat opportunities. Ensured guests concerns are heard and addressed in an appropriate fashion.

Target (Greenland, NH)

Visual Merchandising Leader December 2015-October 2016

- Updated and maintained displays for store (including mannequins and focal points throughout the store)
- Stayed up to date with regional and company focuses in regards to changes in visual merchandising.
- Planned workloads and managed visual projects in collaboration with other team leaders.
- Researched sales numbers on store and district levels to pinpoint key opportunities and successes.
- Coached, trained, and developed team to understand company's vision on visual displays, and to maintain brand standards throughout the store.

Starbucks Team Leader October 2013-December 2015

Starbucks Team Member May 2011-October 2013

- Lead and trained a team of between 10-12, prepared work schedules, and assigned daily tasks and duties.
- Displayed proficient knowledge of Starbucks products, promotions, and company vision.
- Interviewed and hired new staff both internally and externally.
- Harbored positive, customer-centric environment that created dedicated repeat customers.
- Collaborated with other leaders to strengthen relationship between Starbucks and Target.

Torrid (Newington, NH)

Key Holder September 2010-July 2011

Sales Associate August 2008-September 2010

- Recognized as top sales performer as measured by sales and credit card/loyalty card goals.

**Education** Bowling Green State University (Bowling Green, OH) September 2011-May 2012  
Completed 21 credits in Film Studies.  
Servsafe certification 2014, recertification pending

## Emma Simpson-Tucker

### Relevant Skills

Proficient computer and typing skills \* Extensive customer service experience \* Written and verbal communication

Organization skills \* Attention to detail

### Employment Experience

**Wentworth Home for the Aged** — *Activity Aide/Dietary Aide/Nurse's Aides' Assistant*

December 2012 - August 2017

(Weekends through August 2014 and full time summers May-August 2015-2017)

**Ramunto's Brick Oven Pizza** — *Server/Host*

April 2018 - July 2018

**Portsmouth Health Food** — *Retail Associate*

July 2018 - October 2018

**Gus and Ruby Letterpress** — *Retail Associate*

September 2018 — September 2019

**Wentworth Senior Living** — *Concierge/Resident Engagement Assistant*

September 2019 — July 2021

### Other Achievements

President of Keene State College Acappella Group - 2017-2018

Treasurer of the Keene State College Feminist Collective - 2017-2018

Cowriter of *The Gay Agenda* LGBTQ+ Column, InDepthNH.org - 2016-2017

### Education

Keene State College - *BA Women's and Gender Studies* (May 2018)  
*Minors in Psychology and German*

Spaulding High School - (June 2014)





# SANDRA DENONCOUR



## **DIRECTOR OF CARE COORDINATION**

*Nov 2018 - Current*

*Integrated Delivery Network Region 6 (DSRIP), Dover, NH*

Medicaid waiver demonstration project funded by CMS with the objective to strengthen clinical and non-clinical patient care coordination and practice integration for better health outcomes.

- Strategically operationalize \$18M budget as member of Operations Team.
- Liaison to Executive Committee for Care Coordination budget and strategy updates.
- Hire and coach Care Coordination team.
- Develop and facilitate Primary Care and Behavioral Health service integration demonstration projects with partners in FQHC, CMHC, hospital-based practice, and SUD service provider settings.
- Facilitate regional Community Care Team meetings with multi-disciplinary representation from physical and behavioral health care, social services, payers, and community advocates to develop shared care plans.
- Successfully produce and deliver timely reporting to NH DHHS.

## **PRACTICE MANAGER II**

*May 2015 - Nov 2018*

*Lamprey Health Care, Inc, Newmarket, NH*

Supervised clinical operations for two primary care practices with integrated behavioral health, OB/GYN, and Title X services.

- Strategically managed \$4-\$5M site budget preparation and adherence in collaboration with CFO.
- Effectively managed hiring, training, payroll, and performance evaluation in collaboration with Human Resources.
- Implemented and facilitated site management team meetings with Medical Directors, Patient Service Managers, Clinical Team Leads, and Care Coordinators.
- Designed clinical professional development strategies with positive impact on retention.
- Drove continuous quality improvement for patient access, services, and practice workflow.
- Established and implemented short and long-term organizational goals, policies, and operating procedures.
- Consistently achieved meaningful use quality measures and maintained NCQA Level 3 Medical Home practice status.

## **PROFESSIONAL SUMMARY**

- Proven leader in integrated health care and interdisciplinary community-based collaboration.
- Caring and knowledgeable professional with 20+ years experience in nonprofit settings.
- Committed to health care equity and access for vulnerable populations.

## **EDUCATION**

### **BACHELOR OF ARTS - COMMUNICATION**

*University of New Hampshire, Durham, NH*

### **ASSOCIATE OF SCIENCE - NURSING**

*Great Bay Community College, Newington, NH*

- *Phi Beta Kappa Honor Society*

## **CLINICAL NURSE TEAM LEAD**

*May 2012 - May 2015*

*Lamprey Health Care, Inc., Newmarket, NH*

- On-site clinical management in the absence of the Practice Manager.

## LICENSE / CERTIFICATIONS

**Registered Nurse**  
**NH Board of Nursing**  
expires July 2023

**Health Care Provider (BLS)**  
**Adult, Child, and Infant CPR /**  
**AED**  
expires March 2023

- Direct supervision of Medical Assistants to support nine primary care and OB/GYN providers.
- Collaborative planning and implementation of the Medical Home model to ensure quality care and progress toward patient goals.
- Implementation of the Meaningful Use guidelines to support efficient and productive use of the Electronic Medical Record and Patient Portal.
- Performed daily on-site clinical duties.
- Management of Anticoagulation patient panel including report generation, outreach, and care management.
- Educated patients, family members, and caregivers on conditions and treatment protocols to aid in compliance and improve outcomes.

**REGISTERED NURSE, PRIMARY CARE** *May 2008 - May 2012*  
*Greater Seacoast Community Health, Somersworth, NH*

Extensive responsibility for triage of pediatric, adult, and geriatric patients in an integrated primary care setting.

- Provided in-office assessment, patient education, procedures, medication administration, and point of care testing.
- Ensured quality care management and progress toward patient goals through education, advocacy, and direct care.
- Vaccine Management for all pediatric and adult vaccine programs including staff continuing education, management of vaccine supply, auditing of patient charts for compliance with current recommendations.

**FAMILY CASE MANAGER** *Jan 2002 - Apr 2004*  
*Cross Roads House, Inc, Portsmouth, NH*

- Counseled and advocated for 10-15 homeless families living concurrently in emergency shelter.
- Promoted progress toward permanent housing for parents and children while addressing mental health, substance abuse, family/individual counseling, educational, and financial needs.

**BIRTH AND POSTPARTUM DOULA** *May 1998 - Sept 2000*  
*Cambridge Health Alliance, Cambridge, MA*

- Provided culturally sensitive prenatal education, labor and postpartum support to women and families at Cambridge Hospital and Birth Center.
- Prioritized service to LGBTQ+ clients and families.
- Collaborated with CNM team to provide comprehensive care and resource referrals.

**Feminist Health Center of Portsmouth dba Joan G. Lovering Health Center**  
**SFY 2023 / 2024 / 8.1.2022-12.31.2023**  
**Family Planning, TANF, & FPAR**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Sandra Denoncour	Executive Director	\$34,573
Shrijnana Sering	Bookkeeper	\$3,333
Emma Simpson-Tucker	Lead Educator	\$46,644
Amaryllis Hagar	WHNP /CNM	\$63,915
Ilyssa Sherman	Registered Nurse	\$30,136
Jessica Boutell	Medical Assistant	\$35,360
OPEN	Outreach Coordinator	\$30,533
Anna Reed	Patient Services Coordinator	\$31,676