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Lori A. Weaver
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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November 7, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contract with Concord Feminist Health Center, d/b/a Equality Health Center (VC#257562), Concord, NH in the amount of $361,892 for reproductive and sexual health services to individuals in need with a focus on vulnerable and/or low-income populations, with the option to renew for up to two (2) additional years, effective January 1, 2024, upon Governor and Council approval, through June 30, 2025. 36% Federal Funds. 64% General Funds.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, FAMILY PLANNING PROGRAM - Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants for Pub Asst and Rel	90080206	$56,316
2025	074-500589	Grants for Pub Asst and Rel	90080206	$7,316
			Subtotal	***$63,632***

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEATLH AND NUTRITION, FAMILY PLANNING PROGRAM - General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Serv.	90080207	$124,132
2025	102-500731	Contracts for Prog Serv.	90080207	$109,232
			Subtotal	***$233,364***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants for Pub Asst and Rel	45030203	$32,446
2025	074-500589	Grants for Pub Asst and Rel	45030203	$32,450
			Subtotal	***$64,896***
			Total	**$361,892**

EXPLANATION

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

All services must 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 1185 individuals will be served during State Fiscal Years 2024 and 2025.

Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the state. The Department will partner with health centers located in rural and urban areas to ensure that access to affordable reproductive health care is available statewide. 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:

- Clients in the family planning caseload who respectively were under 100% Federal Poverty Level (FPL), were under 250% FPL, and under 20 years of age.
- Clients served in the family planning program that were uninsured or Medicaid recipients at the time of their last visit.

- Family planning clients less than 18 years of age who received education that abstinence is a viable method of birth control.
- Family planning clients who received STD/HIV reduction education.
- Individuals under age 25 screened for chlamydia and tested positive.
- Family planning clients of reproductive age who receive preconception counseling.
- Women ages 15 to 44 at risk of unintended pregnancy who are provided a most 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 September 13, 2023 through October 4, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. This request is one (1) of three (3) requests for these services being presented to the Executive Council. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, the sustainability of New Hampshire's reproductive health care system will be negatively impacted and 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 (ALN) #93.217, FAIN #FPHPA006511, and ALN #93.558, FAIN #2301NHTANF.

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

Respectfully submitted,

Ann Ab. V. Landry for:

Lori A. Weaver
Commissioner

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

Project ID # RFP-2024-DPHS-05-REPRO

Project Title Sexual and Reproductive Health Services

	Maximum Points Available	Concord Feminist Health Center, d/b/a Equality Health Center	Feminist Health Center of Portsmouth Inc d/b/a Joan G. Lovering Health Center	On-site Medical*	Planned Parenthood of Northern New England
Technical					
Experience (Q1)	**100**	90	95	85	95
Capacity (Q2, Q3, Q4, Q6)	**400**	330	380	330	345
Outreach and Education (Q5)	**100**	85	93	75	83
Performance (Q7, Q8, Q9, Q10)	**400**	352	383	360	365
TOTAL POINTS	**1000**	**857**	**951**	**850**	**888**
If a Vendor fail to achieve 700 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.					
Cost					
Vendor Cost**		$361,892	$144,946	$0	$773,474

Notes:
**** Vendor withdrew.***
*****Vendor costs were determined using a funding formula worksheet to ensure that awarded Vendor(s) have the ability and capacity to provide services.***

1	Rhonda Siegel	Section Administrator
2	Lisa Lampron	Amin II (Fiscal)
3	Lisa Fontaine-Storez	Public Health Nurse Consultant
4	Renelle Gagnon	Compliance & Partner Support Specialist
5	Aurelia Moran	Sexual & Reproductive Health Program Administrator

Subject: Sexual and Reproductive Health Services (RFP-2024-DPHS-05-REPRO-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Feminist Health Center, d/b/a Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Unit and Class 05-95-90-902010-5530; 05-95-45-450010-6146	1.7 Completion Date June 30, 2025	1.8 Price Limitation $361,892
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jinelle Hobson ACE1420B3401446... Date: 11/6/2023		1.12 Name and Title of Contractor Signatory Jinelle Hobson Executive Director	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley 846FB38F5BFD4C8... Date: 11/7/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 11/8/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JH
Date 11/6/2023

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, 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.
3.3 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. 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 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, 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 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. 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.
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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS
Contractor Initials JH
Date 11/6/2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

DS
Contractor Initials JH
Date 11/6/2023

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

DS
Contractor Initials JH
Date 11/6/2023

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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, this Agreement, and all obligations of the parties hereunder, shall become effective on January 1, 2024 ("Effective Date").

1.2. 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) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.

1.4. Add Paragraph 27, Requirements for Family Planning Projects, as follows:

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

27.1 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.

27.2 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.

27.3 If the Commissioner fails to make such certification or if the Governor and Executive Council, based on evidence presented by the Commissioner in his or her certification, find that state funds awarded by the Department have been used to provide abortion services, the grant recipient shall either: (a) be found to be in breach of the terms of such contract, grant or award of funds and forfeit all right to receive further funding; or (b) suspend all operations until such time as the state funded family project is physically and financially separate from any reproductive health facility, as defined in RSA 132:37.

Scope of Services

1. Statement of Work

1.1. The Contractor must provide sexual and reproductive health services (SRH) to individuals in accordance with Title X Family Planning program requirements with a heightened focus on vulnerable and low-income populations including, but not limited to:

1.1.1. Uninsured or underinsured.

1.1.2. At or below 250 percent federal poverty level.

1.1.3. Eligible and/or are receiving Medicaid services.

1.1.4. Adolescents.

1.1.5. Lesbian, gay, bisexual, transgender, queer/questioning, intersex, aromantic/asexual/agender/ally (LGBTQIA+).

1.1.6. Refugees.

1.1.7. In need of confidential services[1].

1.2. The Contractor must provide SRH services in the regions(s) identified in Appendix G.

1.3. The Contractor must provide SRH services that include, but are not limited to:

1.3.1. Clinical Services; such as comprehensive contraception services and cancer screenings, in accordance with: Appendix H - NH Clinical Services Guidelines, and Providing Quality Family Planning Services, as outlined below:

1.3.1.1. Family planning services, including:

1.3.1.1.1. Contraceptive services for clients who want to prevent pregnancy and space births.

1.3.1.1.2. Pregnancy testing and counseling.

1.3.1.1.3. Assistance to achieving pregnancy.

1.3.1.1.4. Basic infertility services.

1.3.1.1.5. Preconception health (includes screening for obesity, smoking, and mental health).

1.3.1.1.6. Sexually transmitted disease services (including HIV/AIDS).

[1] https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.10

1.3.1.2. Related preventive health services that are appropriate to deliver in the context of a family planning visit even though they do not contribute directly to achieving or preventing pregnancy include screening for breast and cervical cancer.

1.3.2. Sexually Transmitted Infections (STI) and Human Immunodeficiency Virus (HIV) testing.

1.3.3. STI and HIV counseling.

1.3.4. Voluntary sterilization services and/or referrals.

1.3.5. Sexual health education materials including topics on sterilization, STI prevention, contraception, and abstinence.

1.3.6. Preconception health for all individuals of childbearing age.

1.4. The Contractor must make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Appendix F - Title X Sub-Recipient Fee Policy and Sliding Fee Scales.

1.5. The Contractor must update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administrations (HRSA's) annual Federal Poverty Guidelines, effective February 1 of each year or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted annually in the month of March, in accordance with Appendix L - Family Planning (FP) Reporting Calendar.

1.6. The Contractor must provide SRH clinical services in compliance with all applicable Federal and State guidelines including Appendix H - New Hampshire Title X Family Planning Clinical Services Guidelines and the Office of Population Affairs, Title X program guidelines.

1.7. The Contractor must follow and maintain established written internal protocols, policies, practices, and clinical family planning guidelines that comply with Title X rules[2], and will provide copies of said materials to the Department upon request.

1.8. The Contractor must maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines' signature pages signed by all medical doctors, advanced practice registered nurses, physician assistants, nurses and/or any staff providing direct care and/or education to clients for review within thirty (30) days of the contract Effective Date and on an annual basis by July 1. Any staff subsequently added to provide Title X services must also sign prior to providing direct care and/or education.

[2] https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates

1.9. The Contractor must ensure SRH medical services are performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

1.10. The Contractor must provide a broad range of contraceptive methods, including but not limited to:

1.10.1. Intrauterine devices (IUD), Contraceptive Implants;

1.10.2. Contraceptive pills, Contraceptive injection, Condoms; and

1.10.3. Fertility awareness-based methods.

1.11. The Contractor must have at a minimum one (1) clinical provider on staff who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD Implant; and provide documentation verifying proficiency to the Department on an annual basis no later than August 31 each year, or as directed by the Department.

1.12. Sterilization Services:

1.12.1. The Contractor must provide counseling and referral services to individuals over the age of twenty-one (21) who seek sterilization services, according to the Office of Population Affairs, Title X program guidelines.

1.12.2. The Contractor have the option to provide sterilization services* in adherence with in accordance with 42 CFR §50.200 et al all federal sterilization requirements in the Federal Program Guidelines.

1.12.3. The Contractor must have an Electronic Medical Record (EMR) system that can accommodate the Family Planning Annual Report (FPAR) 2.0 requirements.

1.12.4. The Contractor must work directly with the Department's database Contractor to ensure the EMR is integrated with the Department's FPAR 2.0 compliant Family Planning database no later than June 30, 2024.

1.13. STI and HIV Counseling and Testing:

1.13.1. The Contractor must provide STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines (Appendix H).

1.13.2. The Contractor must ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools.

1.13.3. The Contractor must ensure all family planning clinical staff participate in the yearly Sexual Health webinar conducted by the

Department, and keep records of staff participation. The Contractor must:

1.13.3.1. Ensure that a minimum of two (2) clinical staff attend the webinar on the scheduled date.

1.13.3.2. Ensure that selected clinical staff not able to attend the webinar view a recording of the training within thirty (30) days of the webinar. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable.

1.14. Health Education & Promotion Materials & Activities:

1.14.1. The Contractor must provide health education and information materials, within the context of a family planning visit, in accordance with the most up to date Information and Education (I and E) Materials Review and Approval Policy (Appendix I). Examples of health education material topics include:

1.14.1.1. STIs;

1.14.1.2. Contraceptive methods;

1.14.1.3. Pre-conception care;

1.14.1.4. Achieving pregnancy/infertility;

1.14.1.5. Adolescent reproductive health;

1.14.1.6. Sexual violence;

1.14.1.7. Abstinence;

1.14.1.8. Pap tests/cancer screenings;

1.14.1.9. Substance abuse services; and

1.14.1.10. Mental health.

1.14.2. The Contractor's I and E material reviewers must include individuals of the population or community for which the materials are intended and must be broadly representative in terms of demographic factors.

1.14.3. The Contractor must ensure all health education materials meet current medical standards and must have a documented process for discontinuing any out of date materials.

1.14.4. The Contractor must ensure all health education materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

1.14.5. The Contractor must submit a listing of Appendix I - Advisory Board approved Information and Education, materials being distributed to

Title X clients to the Department on an annual basis, on a set date to be determined by the Department. Information listed must include, but is not limited to:

1.14.5.1. Title of the I and E material;

1.14.5.2. Subject;

1.14.5.3. Publisher;

1.14.5.4. Date of publication; and

1.14.5.5. Advisory board approval Date.

1.14.6. The Contractor must support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to recruit eligible clients to family planning clinics per Appendix O - NH FPP TANF Policy.

1.14.7. The Contractor must submit an Outreach and Education Report to the Department on an annual basis no later than January 31, or as specified by the Department.

1.15. Work Plan

1.15.1. The Contractor must develop a Reproductive and Sexual Health Services Work Plan annually, utilizing Appendix J - Title X Reproductive and Sexual Health Services Work Plan template, and must submit the Work Plan to the Department for approval within thirty (30) days of the contract Effective Date.

1.15.2. The Contractor must:

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

1.15.2.2. Revise the Work Plan accordingly; and

1.15.2.3. Submit an updated Work Plan to the Department on an annual basis for approval no later than January 31 or as directed by the Department.

1.16. Staffing

1.16.1. The Contractor must provide and maintain qualified staffing to perform and carry out all requirements, roles and duties in this Statement of Work. The Contractor must:

1.16.1.1. Ensure staff unfamiliar with the FPAR data system currently in use by the NH Family Planning Program (FPP) attend a required orientation/training Webinar conducted by the Department's database Contractor.

1.16.1.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 1.9., above.

1.16.1.3. Ensure staff have received appropriate training and possess the proper education, experience, and orientation to fulfill the requirements in this RFP in accordance with NH FPP Required Trainings, Appendix N.

1.16.1.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department annually on January 31 or upon request.

1.16.1.5. Notify the Department in writing of any newly hired staff essential to carrying out contracted services, and include a copy of the individual's resume, within 30 days of hire.

1.16.1.6. Notify the Department in writing via a written letter, submitted on agency letterhead, when:

1.16.1.6.1. A critical position is vacant for more than 30 days;

1.16.1.6.2. There is not adequate staffing available to perform required services for more than 30 days; or

1.16.1.6.3. A clinic site is closed for more than 30 days and/or is permanently closed.

1.16.2. The Contractor must ensure that all 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.

1.17. Meetings, Trainings and Site Visits

1.17.1. The Contractor must ensure their Director of Reproductive Health Services attends in-person and/or web-based meetings and trainings facilitated by the NH FPP upon request. Meetings must include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.

1.17.2. The Contractor must keep and maintain staff training logs and make training logs available to the Department, upon request.

1.17.3. The Contractor must ensure all new family planning staff complete the Title X Orientation requirements in accordance with Appendix N - NH FPP Required Training that includes "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects"

1.17.4. The Contractor must ensure all family planning staff complete yearly Title X training(s) in accordance with NH FPP Required Training (Appendix N) on topics including:

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

1.17.4.2. Family Involvement;

1.17.4.3. Non-Discriminatory Services; and

1.17.4.4. Sexually Transmitted Infection.

1.17.5. The Contractor must agree to Site Visits, virtual or in- person, as determined by the Department, conducted by the Department upon the request of the Department as needed, but not less than annually. Contractor will be required to:

1.17.5.1. Complete pre-site visit forms provided by the Department in advance of scheduled visits.

1.17.5.2. Pull medical charts for auditing purposes.

1.17.5.3. Pull financial documents for auditing purposes. Which includes time and effort reporting that can be used as supporting documentation for the separation of funds.

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

1.18. Reporting

1.18.1. The Contractor must submit annual, monthly, and quarterly Reports in accordance with Appendix L - FP Reporting Calendar.

1.18.2. The Contractor must submit monthly Reports, which include FPAR documents. Contractor must submit the required data elements, in accordance with Appendix K - FPAR 2.0 Data Elements, for the FPAR electronically through a secure platform on an ongoing basis, by the 10th day of each month, to the Department's Family Planning Data System contractor.

1.18.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department, including client-level demographic, performance, and service data.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance through the required Reporting and Deliverables in Section 1.18, and must provide key data in a format and at a frequency specified by the Department as indicated in Appendix M - Family Planning Performance Measures and Performance Measures Definitions and Appendix L - FP Reporting Calendar

1.20. Background Checks

1.20.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.20.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.20.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.20.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.21. Confidential Data

1.21.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.21.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.22. Privacy Impact Assessment

1.22.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.22.1.1. How PII is gathered and stored;

1.22.1.2. Who will have access to PII;

1.22.1.3. How PII will be used in the system;

1.22.1.4. How individual consent will be achieved and revoked; and

1.22.1.5. Privacy practices.

1.22.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.23. Department Owned Devices, Systems and Network Usage

1.23.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.23.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.23.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.23.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.23.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.23.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.23.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.23.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.23.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.23.1.9. Agree when utilizing the Department's email system:

1.23.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.23.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.23.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.23.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.23.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.23.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.23.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.23.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.23.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.24. Contract End-of-Life Transition Services

1.24.1. General Requirements

1.24.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.24.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.24.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.24.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.24.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.24.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.24.2. Completion of Transition Services

1.24.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.24.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.24.3. Disagreement over Transition Services Results

1.24.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.25. Website and Social Media

1.25.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.25.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.25.3. State of New Hampshire's Website Copyright

1.25.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must 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 F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. The Contractor must 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.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

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

4.2. 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Payment Terms

1. This Agreement is funded by:
   1.1. 18% Federal funds from Title X of Pub Hlth Serv Act-Family Planning, as awarded on March 18, 2023, by the Department of Health and Human Services, OASH Grants & Apps, ALN #93.217, FAIN #FPHPA006511.
   1.2. 18% Federal funds from Transitional Asst and Temp Asst to Needy Families, as awarded on April 4, 2023, by the Department of Health and Human Services, Administration for Children and Families, ALN #93.558, FAIN #2301NHTANF.
   1.3. 64% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-2 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. 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.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services

129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses 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.

7. 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.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. 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.

8.1.2. 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.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. 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.

8.4. 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.

8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: *Concord Feminist Health Center, d/b/a Equality Health Center*
Budget Request for: *Reproductive and Sexual Health Services*
Budget Request Period *January 1, 2024 through June 30, 2024*
Indirect Cost Rate (if applicable) 0.00%

Line Item	Title X / General [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Funded by DHHS	Title X / General [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Contractor Share/ Match	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Funded by DHHS	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Contractor Share/ Match
1. Salary & Wages	$180,448	$39,881	$32,446	$14,370
2. Fringe Benefits	$0	$0	$0	$0
3. Consultants	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$180,448	$39,881	$32,446	$14,370
Total Indirect Costs	$0	$0	$0	$0
Subtotals	$180,448	$39,881	$32,446	$14,370
			TOTAL FUNDED BY DHHS	**$212,894**

Contractor Initial: JH

Date: 11/6/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: *Concord Feminist Health Center, d/b/a Equality Health Center*
Budget Request for: *Reproductive and Sexual Health Services*
Budget Request Period *July 1, 2024 through June 30, 2025*
Indirect Cost Rate (if applicable) 0.00%

Line Item	Title X / General [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Funded by DHHS	Title X / General [CDFA #93.217, FAIN #FPHPA006511] Program Cost - Contractor Share/ Match	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Funded by DHHS	TANF [CDFA #93.558, FAIN #2301NHTANF] Program Cost - Contractor Share/ Match
1. Salary & Wages	$116,548	$137,128	$32,450	$224,868
2. Fringe Benefits	$0	$0	$0	$0
3. Consultants	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$116,548	$137,128	$32,450	$224,868
Total Indirect Costs	$0	$0	$0	$0
Subtotals	$116,548	$137,128	$32,450	$224,868
			TOTAL FUNDED BY DHHS	**$148,998**

DS
JH
Contractor Initial: ______
Date: 11/6/2023

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

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

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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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, 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.

SECTION C: 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 Agreement, 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 Agreement 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 https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement 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) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

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 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 (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;

2. 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;

3. 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);

4. 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;

5. 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;

6. 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;

7. 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;

8. 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;

9. 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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

SECTION E: 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 Agreement, 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.

SECTION F: 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 $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.
      Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: in progress

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

   ___X___NO   ________YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   ________NO   ________YES

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

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

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

Contractor Name:

DocuSigned by:
Jinelle Hobson
ACE1420B3401446...

11/6/2023
Date:

Name: Jinelle Hobson
Title: Executive Director

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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Date 11/6/2023

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Date 11/6/2023

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. Business Associate shall document any disclosures of PHI and information related to any 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.

n. Within thirty (30) 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-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) <u>Obligations of Covered Entity</u>

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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 BAA, 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) <u>Termination of Agreement for Cause</u>

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) <u>Miscellaneous</u>

a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.I., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Equality Health Center
The State	Name of the Contractor
DocuSigned by: Patricia M. Tilley 840FB38F5BFD4C8...	DocuSigned by: Jinelle Hobson ACE1420B3401446...
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Jinelle Hobson
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
11/7/2023	11/6/2023
Date	Date

APPENDIX F

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

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. <u>Title X funds will be used only as the payer of last resort.</u>

Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX or XXI agency is required.

Family income of insured clients should be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the Title X project. *Clients must not be denied services or be subjected to any* *variation in quality of services because of the inability to pay.*

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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11/7/2023

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).

- A process for alerting all clinic and billing staff about minor clients who are seeking and receiving confidential services.
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- A process for identifying third party payers the sub-recipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality, particularly in cases where sending an explanation of benefits could breach client confidentiality.

II. Definition of A Family Planning Visit

According to the Title X Family Program, a family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 10 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

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

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

Types of Family Planning Visits

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

* Pap Smear	* Blood Pressure Reading
* Pelvic Examination	* HIV/STI Testing

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11/7/2023

* 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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11/7/2023

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

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.

Examples of Visits That Are Not Considered Family Planning Encounters

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

III. Core (Minimum) Family Planning Services

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

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive

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11/7/2023

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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11/7/2023

NH DIVISION OF Public Health Services
Department of Health and Human Services

IV SAMPLE DISCOUNT SCHEDULE

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

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

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11/7/2023

NH DIVISION OF
Public Health Services
Department of Health and Human Services

NH FAMILY PLANNING PROGRAM

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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11/7/2023

Appendix G - Service Area(s) and Numbers Served
Concord Feminist Health Center, d/b/a Equality Health Center

County For reference only. County-specific numbers not required.	City/Town	Enter the Number of Unique/Unduplicated Family Planning Clients Served in State Fiscal Year 2023 by City/Town	Enter the Proposed Number of Unique/Unduplicated Family Planning Clients to be Served Annually by City/Town
Belknap	Alton	9	
Belknap	Barnstead	11	
Belknap	Belmont	10	
Belknap	Center Harbor		
Belknap	Gilford	11	
Belknap	Gilmanton	15	
Belknap	Laconia	33	2% increase
Belknap	Meredith	7	
Belknap	New Hampton	3	
Belknap	Sanbornton	5	
Belknap	Tilton	13	
Carroll	Albany		
Carroll	Bartlett		
Carroll	Brookfield		
Carroll	Chatham		
Carroll	Conway	3	
Carroll	Eaton		
Carroll	Effingham		
Carroll	Freedom		
Carroll	Harts Location		
Carroll	Jackson		
Carroll	Madison		
Carroll	Moultonborough	4	
Carroll	Ossipee	4	
Carroll	Sandwich	1	
Carroll	Tamworth		
Carroll	Tuftonboro		
Carroll	Wakefield	2	
Carroll	Wolfeboro	3	
Carroll	Hales Location		
Cheshire	Alstead		
Cheshire	Chesterfield		
Cheshire	Dublin		
Cheshire	Fitzwilliam		
Cheshire	Gilsum		
Cheshire	Harrisville		
Cheshire	Hinsdale		
Cheshire	Jaffrey	4	
Cheshire	Keene	11	
Cheshire	Marlborough	1	
Cheshire	Marlow	0	
Cheshire	Nelson	2	

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JH
11/7/2023

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Cheshire	Richmond		
Cheshire	Rindge		
Cheshire	Roxbury		
Cheshire	Stoddard		
Cheshire	Sullivan		
Cheshire	Surry		
Cheshire	Swanzey		
Cheshire	Troy		
Cheshire	Walpole	3	
Cheshire	Westmoreland		
Cheshire	Winchester		
Coos	Atkinson - Gilmanton A	2	
Coos	Beans Purchase		
Coos	Berlin	2	
Coos	Cambridge		
Coos	Carroll		
Coos	Clarksville		
Coos	Colebrook		
Coos	Columbia		
Coos	Dalton		
Coos	Second College Grant		
Coos	Dixs Grant		
Coos	Dixville		
Coos	Dummer		
Coos	Errol		
Coos	Ervings Location		
Coos	Gorham		
Coos	Greens Grant		
Coos	Jefferson	3	
Coos	Kilkenny		
Coos	Lancaster		
Coos	Martins Location		
Coos	Milan	3	
Coos	Millsfield		
Coos	Northumberland		
Coos	Odell		
Coos	Pinkhams Grant		
Coos	Pittsburg		
Coos	Randolph		
Coos	Shelburne		
Coos	Stark		
Coos	Stewartstown		

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11/7/2023

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Coos	Stratford	3	
Coos	Success		
Coos	Sargents Purchase		
Coos	Wentworths Location	1	
Coos	Whitefield	1	
Coos	Beans Grant		
Coos	Chandlers Purchase		
Coos	Crawfords Purchase		
Coos	Cutts Grant		
Coos	Hadleys Purchase		
Coos	Low - Burbanks Grant		
Coos	Thompson - Meserves Purchase		
Grafton	Alexandria	6	
Grafton	Ashland	7	
Grafton	Bath		
Grafton	Benton		
Grafton	Bethlehem		
Grafton	Bridgewater		
Grafton	Bristol	4	
Grafton	Campton	7	
Grafton	Canaan	1	
Grafton	Dorchester		
Grafton	Easton		
Grafton	Ellsworth		
Grafton	Enfield	3	
Grafton	Franconia	2	
Grafton	Grafton		
Grafton	Groton		
Grafton	Hanover	1	
Grafton	Haverhill		
Grafton	Hebron	2	
Grafton	Holderness	2	
Grafton	Landaff		
Grafton	Lebanon		
Grafton	Lincoln		
Grafton	Lisbon	1	
Grafton	Littleton	1	
Grafton	Livermore		
Grafton	Lyman		
Grafton	Lyme		
Grafton	Monroe		
Grafton	Orange		

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11/7/2023

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Grafton	Orford		
Grafton	Piermont		
Grafton	Plymouth	16	2% increase
Grafton	Rumney		
Grafton	Thornton	1	
Grafton	Warren		
Grafton	Waterville Valley		
Grafton	Wentworth	2	
Grafton	Woodstock		
Grafton	Sugar Hill		
Hillsborough	Amherst	1	
Hillsborough	Antrim	2	
Hillsborough	Bedford	12	
Hillsborough	Bennington	1	
Hillsborough	Brookline		
Hillsborough	Deering		
Hillsborough	Francestown	1	
Hillsborough	Goffstown	21	
Hillsborough	Greenfield		
Hillsborough	Greenville		
Hillsborough	Hancock		
Hillsborough	Hillsborough	11	
Hillsborough	Hollis		
Hillsborough	Hudson	11	
Hillsborough	Litchfield	5	
Hillsborough	Lyndeborough		
Hillsborough	Manchester	133	5% increase
Hillsborough	Mason		
Hillsborough	Merrimack	24	
Hillsborough	Milford	13	
Hillsborough	Mont Vernon		
Hillsborough	Nashua	40	2% increase
Hillsborough	New Boston	1	
Hillsborough	New Ipswich		
Hillsborough	Pelham	1	
Hillsborough	Peterborough	3	
Hillsborough	Sharon	1	
Hillsborough	Temple	1	
Hillsborough	Weare	14	
Hillsborough	Wilton	1	
Hillsborough	Windsor		
Merrimack	Allenstown	1	

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11/7/2023

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Merrimack	Andover	7	
Merrimack	Boscawen	21	
Merrimack	Bow	16	
Merrimack	Bradford	1	
Merrimack	Canterbury	11	
Merrimack	Chichester	4	
Merrimack	Concord	251	5% increase
Merrimack	Danbury		
Merrimack	Dunbarton	8	
Merrimack	Epsom	29	
Merrimack	Franklin	25	
Merrimack	Henniker	9	
Merrimack	Hill		
Merrimack	Hooksett	10	
Merrimack	Hopkinton	22	
Merrimack	Loudon	10	
Merrimack	Newbury	1	
Merrimack	New London	8	
Merrimack	Northfield	5	
Merrimack	Pembroke	19	
Merrimack	Pittsfield	10	
Merrimack	Salisbury	2	
Merrimack	Sutton	3	
Merrimack	Warner	3	
Merrimack	Webster	9	
Merrimack	Wilmot	4	
Rockingham	Atkinson	2	
Rockingham	Auburn	1	
Rockingham	Brentwood		
Rockingham	Candia		
Rockingham	Chester		
Rockingham	Danville	1	
Rockingham	Deerfield	5	
Rockingham	Derry	24	
Rockingham	East Kingston		
Rockingham	Epping	3	
Rockingham	Exeter	6	
Rockingham	Fremont	1	
Rockingham	Greenland		
Rockingham	Hampstead		
Rockingham	Hampton		
Rockingham	Hampton Falls		

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Appendix G - Service Area(s) and Numbers Served
Concord Feminist Health Center, d/b/a Equality Health Center

County For reference only. County-specific numbers not required.	**City/Town**	Enter the Number of Unique/Unduplicated Family Planning Clients Served in State Fiscal Year 2023 by City/Town	Enter the Proposed Number of Unique/Unduplicated Family Planning Clients to be Served Annually by City/Town
Rockingham	Kensington		
Rockingham	Kingston		
Rockingham	Londonderry	16	
Rockingham	New Castle		
Rockingham	Newfields		
Rockingham	Newington		
Rockingham	Newmarket	3	
Rockingham	Newton	2	
Rockingham	North Hampton	1	
Rockingham	Northwood	7	
Rockingham	Nottingham	1	
Rockingham	Plaistow	1	
Rockingham	Portsmouth	4	
Rockingham	Raymond	5	
Rockingham	Rye		
Rockingham	Salem	4	
Rockingham	Sandown	2	
Rockingham	Seabrook	1	
Rockingham	South Hampton		
Rockingham	Stratham		
Rockingham	Windham	4	
Strafford	Barrington	7	
Strafford	Dover	13	
Strafford	Durham	4	
Strafford	Farmington	2	
Strafford	Lee		
Strafford	Madbury		
Strafford	Middleton	1	
Strafford	Milton	2	
Strafford	New Durham		
Strafford	Rochester	7	
Strafford	Rollinsford		
Strafford	Somersworth	2	
Strafford	Strafford	2	
Sullivan	Acworth	1	
Sullivan	Charlestown	6	
Sullivan	Claremont		
Sullivan	Cornish		
Sullivan	Croydon		
Sullivan	Goshen		
Sullivan	Grantham		
Sullivan	Langdon		

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Appendix G - Service Area(s) and Numbers Served
Concord Feminist Health Center, d/b/a Equality Health Center

County For reference only. County-specific numbers not required.	City/Town	Enter the Number of Unique/Unduplicated Family Planning Clients Served in State Fiscal Year 2023 by City/Town	Enter the Proposed Number of Unique/Unduplicated Family Planning Clients to be Served Annually by City/Town
Sullivan	Lempster	3	
Sullivan	Newport	4	
Sullivan	Plainfield		
Sullivan	Springfield	1	
Sullivan	Sunapee	3	
Sullivan	Unity		
Sullivan	Washington		

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11/7/2023

APPENDIX H

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, 2023

<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, July 2022, June 2023>

These guidelines detail the minimum required clinical services offered by 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 must use these guidelines as minimum expectations for clinical services; this document does not preclude an agency from providing a broader scope of services. If an agency chooses to develop more comprehensive medical protocols, these guidelines will form the foundational reference. Individual guidelines may be acceptable with an evidence base. An agency may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited. Delegate sub-recipient agencies are expected to provide both contraceptive and preventative health services.

These guidelines must be signed by all staff who provide direct care and/or education to clients, including, but not limited to, MDs, APRNs, PAs, and nurses. Their signatures indicate their agreement to follow these guidelines.

Approved: ______________________________ Date: 6/8/2023

Aurelia Moran
Sexual and Reproductive Health Program Administrator
DHHS/DPHS

Approved: ______________________________ Date: 6/9/23

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

We agree to follow these guidelines effective July 1, 2023 as minimum required clinical services for family planning.

Sub-recipient Agency Name: ______________________________

Sub-recipient Authorizing Signature: ______________________________

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

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Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To provide the highest quality family planning and related preventive health services that are consistent with nationally recognized standards of care, and in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.

2. To ensure family planning services are equitable, client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed. Client-centered care is defined as care that is respectful of, and responsive to, individual client preferences, needs, and values. Client values should guide all clinical decisions. Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse patients.

3. To provide access to a broad range of acceptable and effective medically approved family planning methods and services.

B. Delegate Requirements:

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

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11/7/2023

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

- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf)**
  - Update: Providing Quality Family Planning Services — Recommendations from CDC and the U.S. Office of Population Affairs, 2015 (https://www.cdc.gov/mmwr/volumes/65/wr/mm6509a3.htm)
  - Update: Providing Quality Family Planning Services — Recommendations from CDC and the U.S. Office of Population Affairs, 2017 (https://www.cdc.gov/mmwr/volumes/66/wr/mm6650a4.htm)

- **With supporting guidelines from:**
  - Medical Eligibility Criteria for Contraceptive Use, 2016 (CDC): https://www.cdc.gov/mmwr/volumes/65/rr/rr6503a1.htm?s_cid=rr6503a1_w
    - Update to U.S. Medical Eligibility Criteria for Contraceptive Use, 2016: Updated Recommendations for the Use of Contraception Among Women at High Risk for HIV Infection | MMWR (cdc.gov)
  - U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (CDC): https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm
    - Update to U.S. Selected Practice Recommendations for Contraceptive Use: Self-Administration of Subcutaneous Depot Medroxyprogesterone Acetate | MMWR (cdc.gov)
  - Sexually Transmitted Infections Treatment Guidelines, 2021 (CDC): https://www.cdc.gov/std/treatment-guidelines/default.htm
  - Recommendations for Providing Quality STD Clinical Services (STD QC) 2020, CDC: https://www.cdc.gov/std/qcs/default.htm
  - Recommendations to Improve Preconception Health and Health Care—Unites States, 2006 (CDC): https://www.cdc.gov/mmwr/PDF/rr/rr5506.pdf
  - Recommendations of the U.S. Preventive Services Task Force https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics
    - Subscribe for Email Updates: https://www.uspreventiveservicestaskforce.org/apps/subscribe.jsp
    - Download USPSTF Recommendations App for Web and Mobile Devices: https://www.uspreventiveservicestaskforce.org/apps/
  - Clinical Guidelines from Other Professional Medical Associations:
    - American College of Obstetrics and Gynecology (ACOG): https://www.acog.org/
    - Bright Futures Guidelines/American Academy of Pediatrics: https://brightfutures.aap.org/clinical-practice/Pages/default.aspx
    - American Society for Reproductive Medicine: https://www.asrm.org/

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11/7/2023

- American Urological Association: https://www.auanet.org/guidelines-and-quality/guidelinesAmerican Society of Colposcopy and Cervical Pathology (ASCCP): https://www.asccp.org/Default.aspx
- Other relevant clinical practice guidelines approved by the BPHCS/US DHHS.

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum
   - LARC Insertion
   - Primary Care Services
   - Infertility Services

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

New Hampshire Mandated Reporting Requirements

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

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

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11/7/2023

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

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

6. **Required Family Planning Staff Trainings: Refer to Appendix B Family Planning Training Plan**

II. Family Planning Clinical Services

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

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

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

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

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

1. Ensure privacy and confidentiality
2. Obtain clinical and social information including:
   a) Medical history
   For females, and other clients who have a uterus:
      - Menstrual history
      - Gynecologic and obstetric history
      - Contraceptive use including condom use
      - Allergies
      - Recent intercourse
      - Recent delivery, miscarriage, or abortion
      - Any relevant infectious or chronic health conditions
      - Other characteristics and exposures that might affect medical criteria for contraceptive method

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11/7/2023

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

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

b) Pregnancy intention or reproductive life plan. Ask questions such as:
- Do you want to become a parent someday?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences
d) Sexual health assessment including:
- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc. for client or partner(s)
- Pregnancy prevention: current, past, and future contraception options
- Partners: number, gender, concurrency of the client's sex partners
- Protection from STIs: condom use, monogamy, and abstinence
- Past STI history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc.) by client or partner(s)

3. Work with the client interactively to select the most suitable contraceptive method (Appendix A). Use a patient-centered decision-making approach in which the provider reviews medically appropriate methods in the context of the client's priorities.

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

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

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11/7/2023

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

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

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

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

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

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

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

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

1. Positive Pregnancy Test: include an estimation of gestational age so that appropriate counseling can be provided.
   a. Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption; and
      - Abortion

   b. If requested, provide options counseling which consists of information and counseling in a neutral manner with medically accurate information and nondirective counseling on each of the pregnancy options, and, referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling. For clients who are considering or choose to

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11/7/2023

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

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test. Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan.

3. Negative Pregnancy Test and Seeking Pregnancy: counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral. Key education points include:
      - Peak days and signs of fertility.
      - Penile-vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
      - Methods or devices that determine or predict ovulation.
      - Fertility rates are lower among clients with BMI outside of the normal range, and those who consume high levels of caffeine.
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

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

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

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

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11/7/2023

- Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP).
- Clients who present for pre-pregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant clients.
- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

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

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

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

1. Assess client:
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

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

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11/7/2023

i. Syphilis
   1. Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis.
   2. Pregnant clients should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.

ii. Hepatitis C

iii. CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

3. Treat client and client's partner(s) through expedited partner therapy (EPT) (https://www.cdc.gov/std/ept/default.htm), if positive for STIs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STI Treatment Guidelines. Re-test as indicated. Follow NH Bureau of Infectious Disease Control reporting regulations (https://www.dhhs.nh.gov/report-concern/infectious-disease-reporting-and-forms).
   a. EPT is legal in New Hampshire under NH Law RSA 141-C:15-A (https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/ept-healthcare.pdf)
4. Provide STI/HIV risk reduction counseling.

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

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

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

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

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

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

V. Guidelines for Other Medical Services

A. Postpartum Services

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11/7/2023

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

B. Permanent Contraception Services

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

C. Minor Gynecological Problems

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

D. Genetic Screening

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

VI. Referrals

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

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

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

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

VII. Emergencies

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

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11/7/2023

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

VIII. Resources

Contraception:

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

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11/7/2023

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

Preventative Care

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

Adolescent Health

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

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11/7/2023

- Policy Statement: "Contraception for Adolescents," October, 2014 (reaffirmed August 2021). http://pediatrics.aappublications.org/content/early/2014/09/24/peds.2014-2299

- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017; 140:3. https://publications.aap.org/pediatrics/article/140/3/e20172274/38291/Options-Counseling-for-the-Pregnant-Adolescent?searchresult=1

- Mandated Reporting (Reproductive Health National Training Center) https://www.fpntc.org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire

- Know & Tell, Information and trainings on child abuse and neglect, including NH mandated reporting requirements: https://knowandtell.org/

Sexually Transmitted Diseases

- STI/HIV Resources for HealthCare Providers (NH DHHS): https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/sexually-transmitted-infections-1#:~:text=In%20NH%2C%20healthcare%20providers%20can,Expedited%20Partner%20Therapy%2C%20or%20EPT.

- STI/STD Treatment and Screening Guidelines (CDC): http://www.cdc.gov/std/treatment/

- Recommendations for Providing Quality STD Clinical Services (STD QCS) (CDC): https://www.cdc.gov/std/qcs/default.htm
  - **Available as a mobile app**: https://www.cdc.gov/mobile/mobileapp.html

- Expedited Partner Therapy (CDC): https://www.cdc.gov/std/ept/default.htm

- HIV/AIDS Info for Health Professionals (National Institutes of Health): https://oar.nih.gov/hiv-resources/health-professionals

- Sexually Transmitted Infections Services eLearning (RHNTC): https://rhntc.org/resources/sexually-transmitted-infections-services-elearning

- National STD Curriculum: https://www.std.uw.edu/
- National Network of STD Clinical Prevention Training Centers: https://nnptc.org/

Pregnancy testing and counseling/Early pregnancy management

- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017; 140:3. https://publications.aap.org/pediatrics/article/140/3/e20172274/38291/Options-Counseling-for-the-Pregnant-Adolescent?searchresult=1

- Reproductive National Training Center (RHNTC): https://rhntc.org/

DS
JH

11/7/2023

- Pregnancy Testing and Counseling eLearning: https://rhntc.org/resources/pregnancy-testing-and-counseling-elearning

- Adoption as an Option in Family Planning Settings Webinar: https://rhntc.org/resources/adoption-option-family-planning-settings-webinar

- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A. Macones. Book | Published in 2017. ISBN (paper): 978-1-61002-087-9: https://ebooks.aappublications.org/content/guidelines-for-perinatal-care-8th-edition

- Early pregnancy loss. ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists. Obstet Gynecol 2018: 132:e197–207. https://www.acog.org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility Counseling and Basic Workup

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

Preconception Visit

- Recommendations to Improve Preconception Health and Health Care—Unites States, 2006 (CDC): https://www.cdc.gov/mmwr/PDF/rr/rr5506.pdf

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

- Reproductive Health National Training Center (RHNTC) Preconception Counseling Checklist: https://rhntc.org/resources/preconception-counseling-checklist

Health Equity

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

DS
JH
11/7/2023

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

Other

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

Title X Resources

- Office of Population Affairs: https://opa.hhs.gov
    - Title X Statutes, Regulations and Legislative Mandates https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates
    - Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition): https://www.ecfr.gov/cgi-bin/text-idx?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp42.1.50.b
- Reproductive Health National Training Center (RHNTC): https://rhntc.org/
- Clinical Training Center for Sexual and Reproductive Health (CTCSRH): https://ctcsrh.org/

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

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11/7/2023

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

Appendix A

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

Birth Control Method Options

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

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

*The number of women out of every 100 who have an unintended pregnancy within the first year of typical use of each method. Other methods of birth control: (1) Lactational Amenorrhea Method (LAM) is a highly effective, temporary method of contraception; and (2) Emergency Contraception: emergency contraceptive pills or a copper IUD after unprotected intercourse substantially reduces risk of pregnancy. Reference for effectiveness rates: Trussell J. Contraceptive failure in the United States. Contraception 2011; 83: 397–404. Sundaram A. Contraceptive failure in the United States. Perspect Sex Reprod Health 2017; 49:7–16. Other references available on www.rhntc.org.

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Source: https://rhntc.org/sites/default/files/resources/rhntc_birth_control_chart_3-4-2022.pdf

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11/7/2023

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

Appendix B

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

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

NH FPP Training Requirement	Training Details	Staff Required
Annual Title X Training	**Option 1 (recommended): Annual NH FPP Title X Live Webinar** The date of the webinar will be announced via email each year, and will cover several Title X required training topics as well as other NH FPP program-related items. **Option 2: *Title X Orientation Requirements for Title X Funded Family Planning Projects*** (RHNTC Recorded Webinar) https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects	**All Title X Staff** *administrative, clinical, etc.*

Client-centered Services and Health Equity in Sexual & Reproductive Health	Title X Staff must complete one of the training options below:
	Option 1: Complete one of the options from the list below:
	• *Cultural Competency in Family Planning Care eLearning*; **Time:** 1.5 hours; continuing education available
	• ***Language Access Trainings (must complete both):***
	    1.) *Language Access 101: Creating Inclusive Clinics Webinar*; **Time:** 30 minutes; continuing education available
	    2.) *Working Effectively with Medical Interpreters eLearning*; **Time:** 30 minutes; continuing education available
	• *Leadership for a Diverse and Inclusive Family Planning Organization*; **Time:** 1 hour
	• *Think Cultural: Culturally Competent Nursing Care Program*; continuing education available
	• *Structures and Self: Advancing Equity and Justice in SRH eLearning*
		All Title X Staff *administrative, clinical, etc.*

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JH

11/7/2023

	• *Trauma Informed Care in the Family Planning Setting Webinar*; **Time**: 1.5 hours • Complete any webinar in the *Putting the QFP into Practice eLearning Series* **Option 2: Attend a related training opportunity shared or hosted by NH FPP staff during the year.** **Option 3: Alternate trainings related to client-centered services and Health Equity may be used with pre-approval from NH FPP staff.**	
Annual 340b Sexual Health Webinar	NH DHHS hosts an annual webinar event that covers a variety of sexual health topics, including NH STD surveillance updates. A save the date will be shared once it is available. *At least 2 clinical Title X staff must attend the live webinar. All other clinical staff must watch the webinar recording within 30 days of it being made available. A sheet of staff signatures will be collected 30 days after the recording is made available.*	**All Clinical Title X Staff**
NH Mandatory Reporting	**State Fiscal Year 2024** Training on New Hampshire mandatory reporting is required of all Title X staff once during a two-year project period. Mandatory reporting trainings are available live and on-demand through Know & Tell. To request a live training, or to view pre-recorded training options available, visit: https://knowandtell.org/ *Alternate training options on mandatory reporting may be used, but must be New Hampshire-specific.* **State Fiscal Year 2025** Complete each of the following: 1.) **Review the following**: Mandatory Child Abuse Reporting State Summary, New Hampshire 2.) **Watch the following:** Trauma-Informed Mandatory Child Abuse Reporting in a Family Planning Setting Video ***Additional Resources (optional)***: *Identifying and Responding to Human Trafficking in Title X Settings, eLearning Course* *The Basics of Human Trafficking, guide*	**All Title X Staff** *administrative, clinical, etc.*

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JH

11/7/2023

II. New Staff Training and Title X Orientation Plan

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

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

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JH
11/7/2023

Appendix C

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

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

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

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

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

§ CDC recommendation.

¶ U.S. Preventive Services Task Force recommendation.

** Professional medical association recommendation.

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

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

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

Appendix D

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

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

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

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

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

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

¶ CDC recommendation.

** U.S. Preventive Services Task Force recommendation.

†† Professional medical association recommendation.

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

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11/7/2023

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs for all

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

Approved by:	HALEY JOHNSTON
Authority	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 CRF 59.6 (b), are delegated to individual sub-recipient agencies. Oversight of these operations rests with the NH FPP who will ensure each sub-recipient's adherence to Title X requirements relating to the review and approval of I&E materials per CFR 59.6 and as outlined in this policy document.

I&E/Advisory Committee Requirement

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

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11/7/2023

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.

DS
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11/7/2023

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., e*ach 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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JH
11/7/2023

own agency).

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

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

I&E Materials Review and Approval Process Policy Agreement

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

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

____
Printed Name

____________________________________ ____________________
Signature Date

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11/7/2023

APPENDIX J

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN
NH FAMILY PLANNING - SFY 20XX-20XX

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 high-quality, affordable, and confidential voluntary 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, sexually transmitted infection (STI) 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 (SUD) screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages to 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 who are medically underserved, 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;
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
   - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
   - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
   - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

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11/7/2023

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX-20XX

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.

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX-20XX

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 20XX, the following targets have been set:

1a. ____ clients will be served

1b ____ clients <100% FPL will be served

1c. ____ clients <250% FPL will be served

1d. ____ clients <20 years old will be served

1e. ____ clients on Medicaid will be served

1f. ____ male clients will be served

SFY XX Outcome:

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Through June 20XX, the following targets have been set:

1a. ____ clients will be served

1b ____ clients <100% FPL will be served

1c. ____ clients <250% FPL will be served

1d. ____ clients <20 years old will be served

1e. ____ clients on Medicaid will be served

1f. ____ male clients will be served

SFY XX Outcome:

1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

By August 31, 20XX 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available contraceptive methods amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 20XX.

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

By August 31, 20XX, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 20XX.

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11/7/2023

Goal 4: Provide appropriate education and networking to ensure populations in need of reproductive health services are aware of the availability of family planning services, and to inform public audiences about Title X priorities.

By August 31st, of each SFY, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

- [ ] Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

- [ ] Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

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

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

- [ ] Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.
- [ ] Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

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

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

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

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11/7/2023

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN
NH FAMILY PLANNING - SFY 20XX - 20XX

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 #1:** The percent of all family planning clients of reproductive age (15-44) at risk of becoming pregnant who receive preconception counseling
- **Performance Measure #2:** The percent of family planning clients < 25 years old at risk of becoming pregnant who are screened for chlamydia infection.
- **Performance Measure #4:** The percent of family planning clients of reproductive age (15-44) at risk of unintended pregnancy provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

Work Plan Instructions:
Please use the template on pages 6-11 to complete the two-year work plan for SFY XX & SFY XX
The work plan components include:

1. **Project Goals**: Broad statements that provide overall direction for the Family Planning Services.

2. **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, Time-phased, Inclusive and Equitable** (SMARTIE).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

3. **Input/Resources**: List all the inputs, resources, contributions and/or investments (e.g., staff, vouchers, training) the agency will use to implement the planned activities and planned evaluation activities. ***Note:** Inputs listed on your work plan be accounted for in your budget.*

4. **Planned Activities**: Activities that describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings)

5. **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?)

6. **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.

See sample work plan on page 12.

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11/7/2023

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

<table>
<tr><th colspan="2">Performance Measure #1
The percent of all family planning clients of reproductive age (15-44) at risk of becoming pregnant who receive preconception counseling</th></tr>
<tr><td colspan="2">Program Goal: Assure that all family planning clients of reproductive age at risk of becoming pregnant receive preconception care services through risk assessment that will reduce reproductive risk (i.e., screening, education, health promotion, and interventions).</td></tr>
<tr><td colspan="2">Project Objectives:</td></tr>
<tr><th>INPUT/RESOURCES</th><th>PLANNED ACTIVITIES</th></tr>
<tr><td rowspan="3"></td><td></td></tr>
<tr><th>EVALUATION ACTIVITIES</th></tr>
<tr><td></td></tr>
</table>

11/7/2023

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

Performance Measure #1 WORK PLAN PERFORMANCE OUTCOME

The percent of all family planning clients of reproductive age (15-44) at risk of becoming pregnant who receive preconception counseling

To be completed at the end of each SFY

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.):

Proposed Improvement Plan: If target was not met, *explain what your agency will do (differently) to achieve the target/objective for next year:*

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

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.):

Proposed Improvement Plan: If target was not met, *Explain what your agency will do (differently) to achieve the target/objective for next year:*

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

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

<table>
<tr><td colspan="2">Performance Measure #2
The percent of family planning clients <25 years old at risk of becoming pregnant who are screened for chlamydia infection</td></tr>
<tr><td colspan="2">Program Goal: To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy</td></tr>
<tr><td colspan="2">Project Objectives:</td></tr>
<tr><td>INPUT/RESOURCES</td><td>PLANNED ACTIVITIES</td></tr>
<tr><td rowspan="3"></td><td></td></tr>
<tr><td>EVALUATION ACTIVITIES</td></tr>
<tr><td></td></tr>
</table>

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN
NH FAMILY PLANNING - SFY 20XX - 20XX

Performance Measure #2 WORK PLAN PERFORMANCE OUTCOME
The percent of family planning clients <25 years old at risk of becoming pregnant who are screened for chlamydia infection

To be completed at the end of each SFY

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.)

Proposed Improvement Plan: If target was not met, *Explain what your agency will do (differently) to achieve the target/objective for next year.*

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

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.)

Proposed Improvement Plan: If target was not met, *Explain what your agency will do (differently) to achieve the target/objective for next year.*

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

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

<table>
<tr><td colspan="2">Performance Measure #4
The percent of family planning clients of reproductive age (15-44) at risk of unintended pregnancy provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)</td></tr>
<tr><td colspan="2">Program Goal: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods</td></tr>
<tr><td colspan="2">Project Objectives:</td></tr>
<tr><td>INPUT/RESOURCES</td><td>PLANNED ACTIVITIES</td></tr>
<tr><td rowspan="3"></td><td></td></tr>
<tr><td>EVALUATION ACTIVITIES</td></tr>
<tr><td></td></tr>
</table>

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

Performance Measure #4 WORK PLAN PERFORMANCE OUTCOME

The percent of family planning clients of reproductive age (15-44) at risk of unintended pregnancy provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

To be completed at the end of each SFY

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.)

Proposed Improvement Plan: If target was not met, *Explain what your agency will do (differently) to achieve the target/objective for next year.*

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

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

☐ Target/Objective **Met**

☐ Target/Objective **Not Met**

Explain what happened during the year that contributed to success, or why the objective was not met (barriers, improvement activities, etc.)

Proposed Improvement Plan: If target was not met, *Explain what your agency will do (differently) to achieve the target/objective for next year.*

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

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11/7/2023

TITLE X REPRODUCTIVE AND SEXUAL HEALTH SERVICES WORK PLAN NH FAMILY PLANNING - SFY 20XX - 20XX

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: By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

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

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

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

APPENDIX K

New Hampshire Family Planning Program
Family Planning Annual Report (FPAR) 2.0 Data Elements

Data Element #	FPAR 2.0 Data Element Name	Term Description	Value Set/Answer List Name	Response Description
1	Facility Identifier	A code that identifies a hospital or clinic. The facility ID may be a true identifier (e.g. Facility NPI) or a pseudo-identifier.	Not applicable	Not applicable
2	Attending physician NPI Provider	-	NPI / National Provider Identifier - NPI	Not applicable (However, answer list code provided because code is normative)
3	Provider Role	The role of the clinical provider (e.g. doctor, registered nurse) that provided services at the encounter.	Provider role / Example list of provider role types	Doctor; Registered Nurse; Midwife; Nurse Practitioner; Physician Assistant; Physical Therapist; Physical Therapist Assistant; Other; Student Physical therapist; Student Physical therapy assistant
4	Patient Identifier	The patient identifier is a unique alphanumeric string that identifies a specific patient and is assigned by a specific organization (the assigning authority) that should be reported using [LOINC: 76698-0]. In HL7 v2 messages, the patient identifier is reported in PID-3.1 and the assigning authority in PID-3.4.	Not applicable	Not applicable
5	Visit Date	-	Not applicable	Not applicable
6	Birth Date	-	Not applicable	Not applicable
7	Sex	definition is based on the World Health Organization's definition of sex and gender: sex (male, female) refers to biological and physiological characteristics, and gender (masculine, feminine) refers to socially constructed roles, behaviors, activities, and attributes.	Gender_M/F / Male=1, Female=2	Male Female
8	Limited English Proficiency	This concept indicates whether the patient has limited English proficiency and may require care delivery in a language other than the English.	Proficient in English|Not proficient in English / Proficient or not proficient in English	Proficient in English Not Proficient in English
9	Ethnicity OMB.1997	This term is used for reporting the ethnicity based on classifications provided by the Office of Management and Budget (OMB), Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity (Oct. 30, 1997).	Ethnicity OMB 1997 / Answer list for ethnicity based on OMB 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity	Hispanic or Latino Not Hispanic or Latino
10	Race	-	Race or Unknown / OMB 1997 race categories plus Unknown	American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander; White; Unknown
11	Annual Household Income	-	-	-
12	Household size [#]	Self-report of the total number of persons living in the household, including the patient.	Not applicable	Not applicable

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11/7/2023

13	Insurance Coverage Type	A high level description of a patient's health coverage type, including various categories of insurance (public, private, etc.) and self-pay.	Coverage Type and Self-Pay Codes / A value set includes Coverage Type codes	Pay; extended healthcare; health spending account; automobile; collision coverage policy; uninsured motorist policy; public healthcare; dental program; public health program; women's cancer detection program; end renal program; HIV-AIDS program; mandatory health program; mental health program; safety net clinic program; substance use program; subsidized health; program; subsidized managed care program; subsidized supplemental health program; worker's compensation; dental care policy; disease specific policy; drug policy; health insurance plan policy; long term care policy; managed care policy; point of service policy; health maintenance organization policy; preferred provider organization policy; mental health policy; substance use policy; vision care policy; disability; insurance policy; employee welfare benefit plan policy; flexible benefit plan policy; life insurance policy; annuity policy; term life insurance policy; universal life insurance policy; property and casualty insurance policy; reinsurance policy; surplus line insurance policy; umbrella liability insurance policy; charity program; crime victim program; employee
14	Payer for visit	-	Coverage Type and Self-Pay Codes / A value set includes Coverage Type codes	None (no charge for current services); Medicare (traditional fee-for-service); Medicare (HMO/managed care); Medicaid (traditional fee-for-service)?Medicaid (HMO/managed care)? Workers' compensation?Title programs (e.g., Title III, V, or XX)?Other government (e.g., TRICARE, VA, etc.)?Private insurance/Medigap?Private HMO/managed care?Self-pay?Other (specify)?Unknown
15	Pregnancy Status	This term should be used to indicate that the patient is currently pregnant, not pregnant, or that the pregnancy status is unknown at this time. Depending on the context in which this term is used, there may be a need to capture more granular information. For example, further information such as whether the pregnancy is planned or unplanned and whether the status is patient reported or test confirmed may be necessary.	Pregnant|Not pregnant|Unknown / Answers: 3; Scale: Nom; Code: -; Score: -	Pregnant Not Pregnant Unknown
16	Pregnancy Intention	A patient's intention or desire in the next year to either become pregnant or prevent a future pregnancy. This includes male patients seeking pregnancy with a female partner. Pregnancy intention may be used to help improve preconception health screenings and decisions, such as determining an appropriate contraceptive method, taking folic acid, or avoiding toxic exposures such as alcohol, tobacco and certain medications.	Yes|OK either way|No|Unsure / Answers: 4; Scale: Nom; Code: -; Score: -	Yes, I want to become pregnant I'm OK either way No, I don't want to become pregnant Unsure

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11/7/2023

17	Contraceptive method at intake reported – at intake	At intake of patient encounter, their reported contraceptive method(s) used in the last sexual encounter.	Birth control methods / List of contraceptive methods	Implantable rod; IUD with Progestin; IUD copper; IUD unspecified; Female sterilization; Vasectomy; Injectables; Combined oral contraceptive pills; Progestin only contraceptive pills; Contraceptive patch; Vaginal ring; Male condom; Diaphragm or cervical cap; Female condom; Withdrawal; Spermicide; Contraceptive Gel; Sponge; Fertility awareness-based methods; Lactational amenorrhea method; Male relying on female method; Emergency contraception; Decline to answer; None
18	Reason for no contraceptive method use Reported – at intake	At intake of patient encounter, the reason the patient reported no contraceptive method used.	Reason for no birth control / Example list of reasons for why birth control (contraceptive methods) is not used	Abstinence Same sex partner Other Sterile for non-contraceptive reasons Seeking pregnancy
19	Contraceptive method at exit reported – at exit	The contraceptive method(s) provided to or in use by the patient at the end of their visit after counseling and assessment by provider.	Birth control methods / List of contraceptive methods	Implantable rod; IUD with Progestin; IUD copper; IUD unspecified; Female sterilization; Vasectomy; Injectables; Combined oral contraceptive pills; Progestin only contraceptive pills; Contraceptive patch; Vaginal ring; Male condom; Diaphragm or cervical cap; Female condom; Withdrawal; Spermicide; Contraceptive Gel; Sponge; Fertility awareness-based methods; Lactational amenorrhea method; Male relying on female method; Emergency contraception; Decline to answer; None
20	Reason for no contraceptive method use reported – at exit	The reported reason at the end of the patient's visit for not using a contraceptive method(s).	Reason for no birth control / Example list of reasons for why birth control (contraceptive methods) is not used	Abstinence Same sex partner Other Sterile for non-contraceptive reasons Seeking pregnancy
21	How contraceptive method was provided	The method for how the birth control was provided (e.g. on site, referral, prescription) to the patient at end of an encounter.	Method for providing birth control / Example for how birth control method was provided to the patient	Provided on site Referral Prescription
22	Contraceptive counseling was provided	Contraceptive counseling is an interaction in which provider spends time (5-10 minutes) during an encounter discussing the patient's choice of contraceptive method and available options.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
23	Counseling to achieve pregnancy was provided	Counseling to achieve pregnancy is an interaction in which a provider spends time during an encounter discussing any services and/or provides counseling related to achieving pregnancy or addressing infertility.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
24	Systolic blood pressure	-	Not applicable	Not applicable
25	Diastolic blood pressure	-	Not applicable	Not applicable
26	Body Height	-	Not applicable	Not applicable
27	Body Weight	-	Not applicable	Not applicable

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11/7/2023

28	Tobacco Smoking Status	Tobacco smoking status represents a person's smoking behavior. Smoking statuses can be classified as current every day smoker, current some day smoker, former smoker, never smoker, smoker - current status unknown, unknown if ever smoked, current heavy tobacco smoker, and current light tobacco smoker. These statuses represent CDC's preferred (sometimes required) responses for recording smoking status.	Smoking Status - HL7 Value Set / Value Set based on HL7 Vocab TC and Structured Doc consensus (per CDC submission 7/12/2012 for smoking status term)	Current every day smoker Current some day smoker Former smoker Never smoker Smoker, current status unknown Unknown if ever smoked Heavy tobacco smoker Light tobacco smoker
29	Pap test performed at this visit	A pap test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
30	Pap smear tests - FPAR 2.0 set (PANEL)	Set of lab terms that may be used to gather Pap smear test results at time of the patient encounter as specified by the Family Planning Annual Report (FPAR).	-	-
31	HPV test performed at this visit	An HPV test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
32	HPV tests - FPAR 2.0 set (PANEL)	Set of lab terms that may be used to gather HPV test results at time of the patient encounter as specified by the Family Planning Annual Report (FPAR).	-	-
33	Chlamydia sp test performed at this visit	A Chlamydia test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
34	Chlamydia sp tests - FPAR 2.0 set (PANEL)	Set of lab terms that may be used to gather Chlamydia trachomatis test results at time of the patient encounter as specified by the Family Planning Annual Report (FPAR).	-	-
35	Neisseria gonorrhoeae test performed at this visit	A Neisseria gonorrhoeae test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
36	Neisseria gonorrhoeae tests - FPAR 2.0 set (PANEL)	Set of lab terms that may be used to gather Neisseria gonorrhoeae test results at time of the patient encounter as specified by the Family Planning Annual Report (FPAR).	-	-
37	HIV test performed at this visit	An HIV test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
38	HIV 1 and 2 tests - FPAR 2.0 set (PANEL)	Set of lab terms that may be used to gather HIV 1 & 2 test results at time of the patient encounter as specified by the Family Planning Annual Report (FPAR).	-	-
39	Syphilis test performed at this visit	A Syphilis test was performed during the visit.	[HL7-0136] Yes|No / Answers: 2; Scale: Ord; Code: Y-N; Score: -	Yes No
40	Syphilis Test Result	-	-	-

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11/7/2023

41	Do you want to talk about contraception or pregnancy prevention during your visit today	-	-	Yes No - I do not want to talk about contraception today because I am here for something else No - This question does not apply to me/I prefer not to answer No - I am already using contraception No - I am unsure or don't want to use contraception No - I am hoping to become pregnant in the near future
42	Sexual Orientation	This term was created for the U.S. Department of Health and Human Services (HHS) 2015 Edition Health Information Technology (Health IT) Certification Criteria final rule.	Sexual orientation	Bisexual; Lesbian, gay, or homosexual; Straight or heterosexual; Other, Something else; Unknown; Asked, but unknown
43	Gender Identity	This term was created for the U.S. Department of Health and Human Services (HHS) 2015 Edition Health Information Technology (Health IT) Certification Criteria final rule.	Not applicable	Male; Female; Female-to-Male (FTM)/Transgender Male/Trans Male; Male-to-female (MTF)/Transgender Female/Trans Woman; Other; Identifies as neither exclusively male nor female; Choose not to disclose; Unknown

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11/7/2023

APPENDIX L

NH Family Planning Program Reporting Calendar SFY 24-25

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

Due within *30 days* of G&C approval:

- Clinical Guidelines signatures
- 2024-2025 Work Plan

SFY 24 (July 1, 2023- June 30, 2024)	
Due Date:	**Reporting Requirement:**
April 1, 2024	Sliding Fee Scales/Fee Schedules
May – June 2024 (*Official dates shared when released from HRSA*)	340B Annual Recertification Period for Title X Family Planning & CDC (STD/TB) http://ow.ly/NBJG30dmcF7
May 6, 2024	Pharmacy Protocols/Guidelines
May 24, 2024	I&E Material List with Advisory Board Approval Dates
June 2024 (TBD)	NH DHHS Sexual Health Webinar Clinical Staff Signatures (*Live webinar occurs in May; signatures are due 30 days after webinar recording is made available*)
June 2024 (TBD)	Clinical Guidelines Signatures (effective July 1, 2024)
SFY 25 (July 1, 2024 – June 30, 2025)	
Due Date:	**Reporting Requirement:**
August 30, 2024	SFY 2024 End of Year Reporting*
January 10, 2025	Family Planning Annual Reporting (FPAR)**
April 4, 2025	Sliding Fee Scales/Fee Schedules
May – June 2025 (*Official dates shared when released from HRSA*)	340B Annual Recertification Period for Title X Family Planning & CDC (STD/TB) http://ow.ly/NBJG30dmcF7
May 2, 2025	Pharmacy Protocols/Guidelines
May 23, 2025	I&E Material List with Advisory Board Approval Dates
June 2025 (TBD)	NH DHHS Sexual Health Webinar Clinical Staff Signatures (*Live webinar occurs in May; signatures are due 30 days after webinar recording is made available*)
Late June 2025	Clinical Guidelines Signatures (effective July 1, 2025)

***End of Year Reporting Items include:**

- Patient Satisfaction Surveys
- Outreach and Education Report
- Annual Staff Training Report
- Work Plan Update/Performance Measure Outcome Report
- Performance Measure Data Trend Tables (DTT)
- Policies: abstinence education, HIV/STI, minors counseling

****FPAR Reporting items include:**

- Source of Revenue
- Clinical Data (HIV & Pap Tests)
- Table 13: FTE/Provider Type

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11/7/2023

NH Family Planning Program Reporting Calendar SFY 24-25

In addition to the above reporting requirements, agencies conducting in-house sterilizations must submit agency Public Health Sterilization Records on a quarterly basis and in accordance with the following timeline:

SFY 2024 Public Health Sterilization Records	SFY 2025 Public Health Sterilization Records
July 2023 - September 2023 records: *Due October 9, 2023*	**July 2024 - September 2024 records:** *Due October 7, 2024*
October 2023 - December 2023 records: *Due January 8, 2024*	**October 2024 - December 2024 records:** *Due January 13, 2025*
January 2024 - March 2024 records: *Due April 8, 2024*	**January 2025 - March 2025 records:** *Due April 7, 2025*
April 2024 - June 2024 records: *Due July 8, 2024*	**April 2025 - June 2025 records:** *Due July 7, 2025*

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JH
11/7/2023

APPENDIX M

FAMILY PLANNING

Performance Indicators and Performance Measures Definitions | SFY 20XX-20XX

Family Planning (FP) Performance Indicator #1

Indicators:

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

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

Family Planning (FP) Performance Indicator #1 b

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

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

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

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

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

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

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

Goal: To increase access to reproductive services to adolescents.

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

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

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JH
11/7/2023

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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JH

11/7/2023

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office.* **Please be very specific in describing the outcomes of the linkages you were able to establish.**

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11/7/2023

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

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

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11/7/2023

APPENDIX N

NH FAMILY PLANNING PROGRAM
Sub-Recipient Required Trainings

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

If you have questions about the required trainings, please email brittany.a.foley@dhhs.nh.gov

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

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

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

Definitions:

NH DHHS: New Hampshire Department of Health and Human Services

RHNTC: Reproductive Health National Training Center

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

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

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JH

11/7/2023

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

NH FPP Training Requirement	Training Details	Staff Required
Annual Title X Training	<u>Option 1 (recommended)</u>: **Annual NH FPP Title X Live Webinar** The date of the webinar will be announced via email each year, and will cover several Title X required training topics as well as other NH FPP program-related items. <u>Option 2</u>: ***Title X Orientation Requirements for Title X Funded Family Planning Projects*** (RHNTC Recorded Webinar) https://rhntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects	**All Title X Staff** *administrative, clinical, etc.*
Client-centered Services and Health Equity in Sexual & Reproductive Health	Title X Staff must complete one of the training options below: <u>Option 1</u>: **Complete one of the options from the list below:** • *Cultural Competency in Family Planning Care eLearning;* **Time:** 1.5 hours; continuing education available • ***Language Access Trainings (must complete both):*** *1.)* *Language Access 101: Creating Inclusive Clinics Webinar*; **Time**: 30 minutes; continuing education available *2.)* *Working Effectively with Medical Interpreters eLearning*; **Time**: 30 minutes; continuing education available • *Leadership for a Diverse and Inclusive Family Planning Organization*; **Time:** 1 hour • *Think Cultural: Culturally Competent Nursing Care Program*; continuing education available • *Structures and Self: Advancing Equity and Justice in SRH eLearning* • *Trauma Informed Care in the Family Planning Setting Webinar*; **Time**: 1.5 hours • Complete any webinar in the ***Putting the QFP into Practice eLearning Series*** <u>Option 2</u>: **Attend a related training opportunity shared or hosted by NH FPP staff during the year.** <u>Option 3</u>: **Alternate trainings related to client-centered services and Health Equity may be used with pre-approval from NH FPP staff.**	**All Title X Staff** *administrative, clinical, etc.*

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11/7/2023

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

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11/7/2023

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

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

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11/7/2023

APPENDIX O

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

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, 2024

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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11/7/2023

- 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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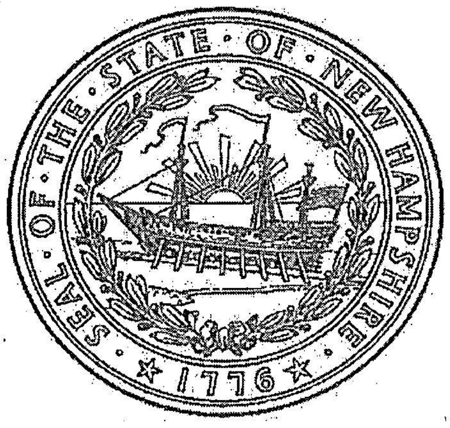
11/7/2023

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 CONCORD FEMINIST HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1974. 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: **66313**
Certificate Number: **0006342568**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of November A.D. 2023.

David M. Scanlan
Secretary of State

State of New Hampshire

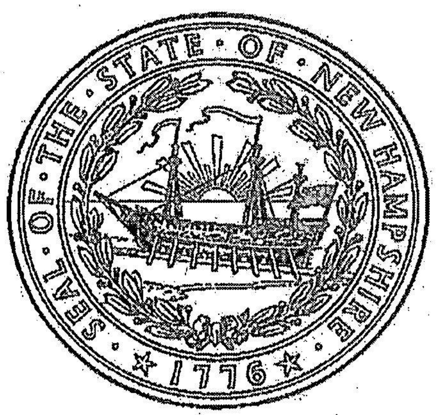
Department of State

CERTIFICATE

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

Business ID: **740013**

Certificate Number: **0006286100**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of July A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Concord Feminist Health Center/ dba Equality Health Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 17, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 11/8/23

Mary A. Danca
Signature of Elected Officer
Name: MARY A. DANCA
Title: Secretary

DocuSign Envelope ID: 69BF643F-42C3-4D2E-A862-F0C6638F16C3

NHWOMEN-01 MSNELL

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2023

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:			BOP0048777	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC009863315	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

Professional Liability Policy
Insurance Company: Admiral Insurance Company
Policy Dates: 1/10/2023 to 1/10/2024
Limits of Liability:
$1,000,000 Each Claim
$3,000,000 Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mary Ellen Snell

ACORD 25 (2016/03)

AGENCY CUSTOMER ID: NHWOMEN-01 MSNELL

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Directors & Officers Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2023 to 9/6/2024
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

Employment Practices Liability
Insurance Company: Mount Vernon Fire Ins. Co.
Policy Dates: 9/6/2023 to 9/6/2024
Limits of Liability:
$1,000,000 Each Claim
$1,000,000 Aggregate

RE: Lauren Mace, ARNP

Equality Health Center
Quality • Compassion • Respect

Equality Health Center

Mission Statement

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

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC. d/b/a CONCORD FEMINIST HEALTH CENTER

FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2013 AND INDEPENDENT AUDITORS' REPORT

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC. d/b/a CONCORD FEMINIST HEALTH CENTER

DECEMBER 31, 2013

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT

CHARLENE T. VALLEE
C P A , P L L C

Board of Directors
Concord Feminist Health Center
Concord, New Hampshire

We have audited the accompanying financial statements of Concord Feminist Health Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Concord Feminist Health Center as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Charlene T Vallee CPA, PLLC

Concord, New Hampshire
August 11, 2014

30 South Main Street, Suite 207 • Concord, NH 03301 • Tel: 603.856.8467 • www.valleecpa.com

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF FINANCIAL POSITION
December 31, 2013

ASSETS

CURRENT ASSETS	
Cash - operating	$ 870
Cash - savings	172,913
Accounts receivable	53,794
Grant receivable	18,131
Investments	57,954
Inventory	20,267
Prepaid expenses	3,735
Total current assets	327,664
PROPERTY AND EQUIPMENT	
Land, building and improvements	312,411
Medical equipment	73,472
Office equipment	88,670
Office furniture	31,200
Signage	1,688
Total property and equipment	507,441
Less accumulated depreciation	(341,777)
Property and equipment - net	165,664
TOTAL ASSETS	$ 493,328

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 55,320
Accrued expenses	20,328
Total current liabilities	75,648
NET ASSETS	
Unrestricted	243,748
Unrestricted - invested in property and equipment	168,565
Unrestricted - board designated	5,367
Total net assets	417,680
TOTAL LIABILITIES AND NET ASSETS	$ 493,328

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2013

REVENUE AND SUPPORT	
Health care services	$ 694,374
Contributions	33,815
Medical residents fees	7,075
Grants	45,570
Events	525
In-kind services	4,000
Other revenue	278
Total revenue and support	785,637
EXPENSES	
Program expenses	677,660
Management and general	123,102
Fundraising	11,133
Total expenses	811,895
OTHER REVENUE AND EXPENSE	
Investment income	645
Unrealized gain (loss) on investments	18,736
Class action settlement	19,112
Total other revenue and expense	38,493
CHANGE IN NET ASSETS	12,235
NET ASSETS - BEGINNING OF YEAR	412,781
PRIOR PERIOD ADJUSTMENT	(7,336)
NET ASSETS - END OF YEAR	$ 417,680

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 12,235
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	6,810
Prior period adjustment	(7,336)
(Increase) decrease in assets:	
Accounts and grants receivable	28,050
Prepaid expenses	14,221
Inventory	(20,267)
Increase (decrease) in liabilities:	
Accounts payable	41,997
Accrued expenses	20,328
NET CASH PROVIDED BY OPERATING ACTIVITIES	96,038
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(3,910)
Purchase of investments	(20,100)
NET CASH USED IN INVESTING ACTIVITIES	(24,010)
NET INCREASE IN CASH AND CASH EQUIVALENTS	72,028
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	101,755
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 173,783

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES
d/b/a CONCORD FEMINIST HEALTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2013

	PROGRAM SERVICES	GENERAL AND ADMINISTRATIVE	FUND-RAISING	TOTAL
WAGES AND RELATED				
Salaries and wages	$ 313,409	$ 74,675	$ 5,569	$ 393,653
Employee benefits	17,242	7,936	474	25,652
Retirement contributions	5,700	750	50	6,500
Payroll taxes	28,114	6,969	520	35,603
TOTAL WAGES AND RELATED	364,465	90,330	6,613	461,408
EXPENSES				
Medical supplies	167,699			167,699
Medical practitioners	51,345			51,345
Occupancy	21,434	5,496	550	27,480
Professional fees	10,012	12,180		22,192
Insurance	14,312	1,346	111	15,769
Advertising	9,472	151	2,021	11,644
Office supplies and expense	952	7,573	411	8,936
Depreciation	5,312	1,362	136	6,810
Equipment rental	3,393			3,393
Repairs and maintenance	1,573	403	40	2,016
Bank and credit card charges	3,768			3,768
Telephone and internet	4,055	1,241	169	5,465
Printing and copying	2,800	1,527	764	5,091
In-kind services	4,000			4,000
Postage and shipping	2,713			2,713
Licensing and fees	2,077			2,077
Memberships	2,386	477	318	3,181
Meetings and events	2,367			2,367
Staff development	1,649			1,649
Gifts and contributions	50			50
Travel	1,524	1,016		2,540
Collection fees	302			302
Total expenses	$ 677,660	$ 123,102	$ 11,133	$ 811,895

See Notes to Financial Statements

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
d/b/a CONCORD FEMINIST HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
New Hampshire Women's Health Services Inc. (the Organization) was organized in New Hampshire as a non-stock, non-profit corporation in 1974. The Organization operates as the Concord Feminist Heath Center and provides reproductive health services, advocacy and educational outreach to the women of the New England area.

In 2013, over 2,000 women were provided with a variety of reproductive care services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, GLTBQ support groups and domestic and sexual assault support. The organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting
The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation
Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. A description of the three net assets categories follows:

Unrestricted net assets-net assets that are not subject to donor-imposed stipulations as to purpose or use.

Temporarily restricted net assets-net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time. As of December 31, 2013, the Organization had no temporarily restricted net assets.

Permanently restricted net assets- net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of December 31, 2013, the Organization had no permanently restricted net assets.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2013, the Organization had no cash equivalents.

Accounts Receivable

The Organization utilizes the direct write-off method of recording uncollectable accounts receivable. Due to the Organization's low experience with uncollectible accounts, no allowance for bad debts has been provided.

Property and Depreciation

Property is recorded at cost, except for donated assets, which are recorded at estimated fair value at the date of the donation. Expenditures for maintenance and repairs are charged against operations. Renewal and betterments which materially extend the life of the assets are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Building and improvements	15-40 years
Medical equipment	3-5 years
Office equipment	5 years
Furniture	5-7 years
Signage	5-7 years

Depreciation expense aggregated $6,810 for the year ended December 31, 2013.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was $10,256 at December 31, 2013.

Revenue Recognition

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. Support that is not restricted by the donor is reported as an increase in unrestricted net assets. The Organization has not received any support that would be classified as temporarily or permanently restricted. Service revenue is recognized when services have been completed and are ready to be invoiced.

Functional Expenses

The cost of providing the various programs has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the Organization.

Donated Services

The Concord Feminist Health Center receives a significant amount of donated services from unpaid volunteers who assist in special projects including escorting/greeting patients and fund-raising. Over 600 hours have been dedicated in assuring the safety and well-being of our patients as volunteers escort patients past protestors and picket lines. An additional 300 plus volunteer hours have been spent completing office work. These services, while critical to the success of the Health Center, have not been recognized in the Statement of Activities because the criteria for recognition have not been met.

The Organization received donated services from a medical director at fair value of $4,000 for the year ended December 31, 2013. This is recognized in the financials as In-kind donations.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the year ended December 31, 2013 was $11,664.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Internal Revenue Service has determined that the Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2010.

NOTE 2 **INVESTMENTS**

The Organization has received donations of equity securities which are held in a brokerage account. These marketable securities are reported in the Statements of Financial Position at fair value based on readily determinable rates. Unrealized gains and losses are included in the change in net assets in the accompanying Statements of Activities.

NOTE 3 **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Accounting Standards Codification No. 825, "Financial Instruments", requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate fair value because of the short maturity of those instruments.

NOTE 4 **UNRESTRICTED NET ASSETS-BOARD DESIGNATED**

The Board has designated certain funds as contributions for the purpose of providing client assistance. These funds are held in separate cash accounts. The Organization periodically receives further contributions for this assistance. Management recommends and the Board approves the use of the funds.

NOTE 5 **LINE OF CREDIT**

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to $100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero for the current year. The line had no outstanding balance at December 31, 2013.

NOTE 6 **LAWSUIT SETTLEMENT**

In 2011, the Organization joined a class action lawsuit along with 6,000 other organizations against the malpractice insurance company, the New Hampshire Medical Malpractice Joint Underwriting Association (NHMJUA) regarding overcharges for malpractice insurance. The total premiums the Organization paid to NHMJUA over the years through 2012 have totaled $229,784. The lawsuit was settled in 2012 in excess of $230,000,000, of which CFHC has received $19,112 for the year ended December 31, 2013.

NOTE 7 **PRIOR PERIOD ADJUSTMENTS**

The Organization revised its personnel policies, effective January 1, 2012. The new policy created additional expense in 2012 for accrued vacation time which was not recorded in the financial statements. In addition, accrued salaries and related payroll taxes were not accrued for and the beginning accounts receivable balance was understated. An entry to correct the prior period balances was made to correct the beginning retained earnings balance and has been reflected in the Statement of Activities for the year ended December 31, 2013 in the amount of $7,336.

NOTE 8 **SUBSEQUENT EVENTS**

The Organization has evaluated events through August 11, 2014, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

EHC Equality Health Center
Quality • Compassion • Respect

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

Jinelle Hobson

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

Skills

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

Experience

OCTOBER 2019 - PRESENT

Executive Director / Salem Animal Rescue League

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

APRIL 2018 – SEPTEMBER 2019

Options Counselor / Crotched Mountain Foundation

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

OCTOBER 2015 – MARCH 2018

Executive Director / Salem Animal Rescue League

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

OCTOBER 2008 – OCTOBER 2015

Marketing and Development Coordinator / Community Crossroads

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

FEBRUARY 1992 – SEPTEMBER 1998

Executive Director / Dry Cleaning and Laundry Institute

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

Education

Associates Degree – Accounting and Management / Fisher College

Psychology / Northeastern University

LAUREN MACE MSN, CNM

PERSONAL STATEMENT

I am a Certified Nurse Midwife who is passionate about women's health care and providing compassionate care while meeting individual and unique patient needs including providing emotional safety and security during visits. I am currently looking for an outpatient position in New Hampshire that will allow me to provide safe, evidence-based, and compassionate and empowering care to women in the community while also supporting positive experiences for women.

EDUCATION

2012–2016 CASE WESTERN RESERVE UNIVERSITY
FRANCES PAYNE BOLTON SCHOOL OF NURSING — Cleveland, OH
M.S.N. Nursing, midwifery major

2006–2010 CASE WESTERN RESERVE UNIVERSITY
FRANCES PAYNE BOLTON \SCHOOL OF NURSING — Cleveland, OH
B.S.N. *cum laude*

LICENSES AND CERTIFICATIONS

Certified Nurse Midwife Massachusetts – CNM RN2338415
Registered Nurse Massachusetts – RN2338415
New Hampshire APRN Licensure by reciprocity in process, expected active by Jan, 2021
Basic Life Support for Health Care Providers
Neonatal Resuscitation Program
Nexplanon Insertion Certified

HONORS

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

WORK EXPERIENCE

FEB 2022 – CURRENT EQUALITY HEALTH CARE

Certified Nurse Midwife 38 South Main Street, Concord, NH

- Provide a range of reproductive health services for all genders including: annual exams, STI testing & treatment, contraceptive care including LARC's, menopause management, transgender hormone treatment, medication abortion, post abortion follow-up, limited gestational dating with ultrasound.
- Provide patient care both independently as well as in conjunction with a diverse staff comprised of both medical professionals and health workers.

DEC 2019 – JAN 2022 WOMEN'S HEALTH CARE GROUP
Certified Nurse Midwife 255 Low Street, Newburyport, MA (Full time)

- Provide full scope midwifery care to women including primary care, gynecologic and family planning services, preconception care, and care through pregnancy and birth to women from adolescence through menopause.
- Intrapartum care and deliveries done at Anna Jaques Hospital in Newburyport, MA. In-house call with care of intrapartum patients independently with backup physician at home call.
- On call duties include pager triage as well as consultations in the Emergency Department at Anna Jaques Hospital.
- First assist position with cesarean sections regularly as well as first assist for additional GYN procedures as needed within Women's Health Care practice.

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

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

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

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

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

- Medication administration for children and adolescents with mental health conditions including depression, bipolar disorder, schizophrenia, and autistic spectrum disorders.

TEACHING EXPERIENCE

JAN 2014 – AUG 2016 FRANCES PAYNE BOLTON SCHOOL OF NURSING
Teaching Assistant, Lab Instructor, 10hrs/wk 10900 Euclid Ave, Cleveland, OH 44106

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

Volunteer Activities

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

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

September 2019 People Against Rape, hotline patient advocate

Organizations

American College of Nurse-Midwives American Midwifery Certification Board
Massachusetts Association of Advanced Practice Nurses

Sarah Anna Anderson

Education:

~2003 Birthwise Midwifery School. Certified Professional Midwife

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

~1992-1993 University of Vermont. Undergraduate course work

Relevant Work Experience:

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

Boulder, Colorado: January 2012 - March 2013

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

~Human Resources Manager, Shambhala Mountain Center.

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

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

~Owner, Certified Professional Midwife, Anahata Midwifery Services.

NH ME MA VT, CO 2004-2010

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

Sarah Anna Anderson

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

Portsmouth, NH 1998-2008.

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

Current Certifications:

~Certified Doula and Childbirth Educator

~Adult, Infant and Neonatal CPR and resuscitation

~National Red-Card Certified Wild Land Firefighter

References available upon request.

Lisa Hall

Goal: To obtain employment in a field that aligns with my commitment to social justice work with opportunities to work collectively with coworkers and clients.

Education: Bachelor of Arts in Psychology, New England College

Professional Skills:

- Ability to understand and translate program mission into sound and creative management and clinical strategies.
- Enhanced communications (written/verbal) and teamwork skills to provide leadership both organizationally and in community collaborations.
- Demonstrated attention to detail with excellent team building skills, creative problem solving and organizational development.
- Demonstrated commitment to social justice issues, just culture and equity in the workplace

Work history:

Equality Health Center, Concord, NH: March 1995 to the present

Current Job Title: Medical Services Coordinator (2012 to the present)

Job Description: Accountable for the overall medical management of the clinic within an environmentally safe, fiscally responsible and quality driven framework in order to accomplish the mission of the Equality Health Center.

Responsibilities:

- Working closely with the Medical Director & clinicians to define standards, study trends, provide feedback on services, and offers coaching or assistance as needed.
- Oversight of Medical Policies and Procedures manuals, reviewing and updating as appropriate.
- Overseeing EHC Quality Assurance Program.
- Coordinating quality improvement strategies, providing supportive feedback and education for clinic management and staff regarding creative problem-solving for maintenance of quality services, efficient clinic flow and fiscal responsibility.
- Working with the Executive Director on hiring of Clinical Staff.
- Working with the Executive Director in developing & implementing effective action plans to address concerns when program evaluation standards are not in compliance. Taking immediate corrective action, if possible, when problems or inconsistencies are identified.
- Working with the Executive Director to provide supportive leadership, mentoring & team development training when needed and assuring team/individual training schedules are designed to meet special needs, organizational needs, as well as regulatory standards
- Providing staff training & education on reproductive health topics
- Maintaining and updating client education materials/handouts.
- Conducting monthly inventories for all medications and ordering medications as needed, within budgeted goals.
- Overseeing EHC Limited Pharmacy license ensuring that EHC complies with NH Board of Pharmacy regulations.

- Overseeing Client Complication Process, ensuring that any client calling with a concern is triaged appropriately.
- Compiling statistical data for review and analysis.
- Participation in staff meetings including facilitating or taking minutes when necessary
- Working as a health worker doing the following jobs: answering phones to assist clients with their questions and concerns, and setting their appointments; collecting and reviewing client medical histories; preparing clients for medical procedures; surgical technician to the clinicians; abortion doula/support; limited ultrasound; and client education/counseling. Health worker tasks were my primary job function from 1995-2012 and I still serve in this role several days a week.
- Community Outreach and education on reproductive health topics to the public as needed.

Other employment:

- Crotched Mountain Rehabilitation Center, Greenfield, NH (1987-1988) Group residence home for teenagers with developmental disabilities.
- Robin Hill Farm, West Deering, NH (1988-1989) Group residence home working with adults with traumatic brain injuries
- New England College, Henniker, NH (1991-1995) group residence home for individuals with developmental disabilities
- Pembroke Hill Elementary School, Pembroke, NH (1992-1995) Paraprofessional working with neuro-diverse students

Hobbies/Passions:
I love walking and playing with my dog, nurturing my plants, hikes in the woods, antiquing, theatre, music, dance, art, yoga and spending time with my young, adult daughter.

KARIN E. ASHTON

[illegible]

[illegible]

WORK EXPERIENCE

Equality Health Center - Concord, NH

Per Diem Healthworker, March 2022 - August 2022, June 2023 - current

- Provided abortion and reproductive health care counseling to patients

Healthworker, May 2018 - October 2019

- Counseled patients on medical procedures, medications, and aftercare
- Scheduled appointments, triaged medical concerns, and provided information and referrals
- Verified insurance, checked in patients, and assisted with processing prescriptions
- Modernized office procedures by implementing an online medical intake and texting system

Administrative Team Member, 2003 - 2005

- Hired staff, maintained personnel records, and helped provide training and supervision
- Responsible for compliance with state licensing, federal regulations, and NAF guidelines
- Managed facility, security, and equipment maintenance

Clinic Coordinator, 2002 - 2003

- Ensured the streamlined front office operations of a medical facility
- Assisted with training and supervision of staff
- Coordinated patient, provider, and staff schedules
- Helped implement HIPAA regulations

Healthworker, 2001 - 2002, 1996-1997

- Provided client care, counseling, and education to patients seeking reproductive healthcare
- Assisted physicians with surgical procedures, sterilized equipment, and performed simple lab tests
- Checked in patients and processed payments

New Hampshire Coalition Against Domestic and Sexual Violence - Concord, NH

Communications Specialist, October 2019 - October 2020

- Coordinated outreach and fundraising efforts for a statewide nonprofit advocacy organization
- Created and managed public awareness campaigns via digital and broadcast media
- Worked with survivors of abuse to expand grassroots network and support legislative efforts
- Served as a point person for the media, coordinating responses and crisis communications
- Managed website and social media platforms, increasing reach through organic and paid media
- Wrote content and created in-house graphics and presentations with consistent branding
- Coordinated nonpartisan educational events with presidential candidates and NH delegation

Community Relations Coordinator, 2012 - 2017

- Wrote newsletters, press releases, speeches, and presentations for advocacy organization
- Created and managed digital content and tracked and moderated engagement
- Designed graphics and ordered promotional materials

Office Coordinator, 2005 - 2012

Supported Executive Director, Administrative Director and other staff as needed

- Assisted with facility management, grants processing, human resources, and IT
- Maintained donor and outreach database and managed mailings
- Coordinated logistics for conferences and meetings
- Recruited, onboarded, and supervised college interns and community volunteers

Millennium Pharmaceuticals - Cambridge, Massachusetts

Executive Assistant, 1998 - 2000

- Provided administrative support to Chief Financial Officer
- Coordinated schedules, travel, meetings, and communications for CFO.
- Assisted Communications Department with reports and outreach
- Interacted with media and investors, while maintaining a high level of confidentiality

Crisis Center of Central New Hampshire - Concord, NH

Direct Service Advocate / Volunteer Coordinator, 1995 - 1997

- Provided advocacy to victims of domestic and sexual violence at shelter, courts, and hospitals throughout Merrimack County
- Managed monthly schedule for over 30 volunteers for a 24-hour crisis line
- Assisted with volunteer training and supervision

EDUCATION

New England College - Henniker, NH - B.A., Sociology, Summa Cum Laude

SKILLS

Microsoft 365, Google Workspace, Constant Contact, Canva, Click and Pledge, ColdFusion CMS, Weebly, basic HTML, InShot

Social Media: Facebook, Instagram, Twitter, YouTube, Hootsuite

TRAININGS

OSHA Healthcare, HIPAA Compliance, Abortion Counseling, Birth Control Methods, Domestic and Sexual Violence Advocate Training, Trauma Informed Advocacy for adult and child survivors of domestic and sexual violence

AWARDS

National Crime Victims Law Institute Partnership Award

https://ncvli.org/spotlight-2017-victims-rights-partnership-award/

VOLUNTEER EXPERIENCE

Hopkinton School Parent Teacher Association, Fundraising Volunteer, 2017-2018

Second Start, Concord, NH, English Language Tutor, 2008 - 2009

RESPOND, Somerville, MA, Domestic Violence Child Advocate, 1999 - 2000

Taylor Koch

SUMMARY & SKILLS

Proven Public Health Professional: Health Promotion | Community Health | Social Determinants of Health | Cultural Competency | Substance Use Disorder | Disease Prevention | Disease Management

Self-directed and dedicated Public Health Professional with successful background improving individual and community health through education and the delivery of crucial care services. Demonstrated strengths in communication, program support, and care coordination.

- Phlebotomy
- Motivational Interviewing Techniques
- Data collection & Management
- Analytical
- Communication
- Patient Confidentiality
- Community Outreach
- Harm Reduction
- Multidisciplinary Team Coordination
- Organization
- Customer Service
- Program Planning
- Care Coordination
- Case Management
- Public Speaking
- Detail Oriented
- Leadership
- Clerical Duties

EXPERIENCE

Lowell Community Health Center – Lowell, MA 2019 – Present

Prevention and Screening Services Testing Counselor

- Educated 400+ patients per year on HIV, Sexually Transmitted Infections, Hepatitis C, and best practices to prevent disease.
- Manage a clinical schedule and documentation of visits for 50+ patients per week via the electronic medical record system.
- Provide direct clinical care to patients, including administering risk assessments, collecting specimens for disease testing, and processing referrals for additional care supports.
- Liaise with field epidemiologists, coordinate care for newly positive patients, and monitor care status of previously positive patients, decreasing community disease transmission.
- Lead the strategic remodel of four patient consult rooms and two patient lab rooms expanding patient access to health resources.
- Addressed issues that create barriers to care for specific populations by coordinating and implementing outreach activities and testing at two local community agencies.
- Train and mentor new employees in operational procedures and policies.
- Craft and disseminate print promotional materials and present to community stakeholders, expanding community knowledge of program services.

Selected Contributions:

- Severed on the frontlines of the COVID-19 pandemic conducting testing for 5.3K+ individuals as part of the "Stop the Spread" initiative in partnership with Trinity EMS and the Lowell Health Department.
- Awarded twice with a Lowell CHC Impact Awarded for exceptional teamwork and leadership.

Overdose Prevention Educator

- Facilitated 50+ overdose prevention trainings with individuals and groups.
- Manage secure inventory of $10,000 worth of Naloxone medication and harm reduction supplies each quarter.
- Collaborated with 5+ community agencies and developed innovative outreach strategies to distribute over 100+ Naloxone Rescue kits per week to community members most at risk of experiencing opioid related overdose.
- Assist in State data collection by compiling, documenting, and submitting overdose reports into the RedCap data system.
- Train Overdose Prevention and Narcan Distribution Trainers according to standards set by Mass. Department of Public Health (MDPH) and the Bureau of Substance Addiction Services (BSAS).
- Deliver crisis interventions and formulated short term health plans to assist individuals in navigating substance use disorders and complex healthcare systems.

- Attend monthly State program meetings to ensure for the completion of program objectives.

Selected Contributions:

- Served as an Overdose Education and Narcan Distribution Coalition Expert in the Healing Communities Study conducted by Boston Medical Center.
- Certified by the MDPH and BSAS as a Master Overdose Education and Narcan Distribution Trainer.
- Recognized with a certificate by the Medical Reserve Corp for the delivery of a superior presentation on overdose prevention.

University of Massachusetts Lowell – Lowell, MA 2016 - 2018
Peer Health Educator – The Healthy Hawks

- Assisted the Director of Health Promotion with the execution of 7 major events to promote health awareness on campus.
- Facilitated sexual health programing to 50+ freshman per semester.
- Increased student health education through 3 weekly health programs.
- Trained and mentored new peer health educators.

Selected Contributions:

- Conceptualized and implemented an interactive health program to educate student on best practices to stay healthy while attending school.

Burlington Board of Health – Burlington, MA 2017
Health Intern

- Assisted with the planning and execution of the Annual Community Health Fair.

EDUCATION & CREDENTIALS

Bachelor of Science, Public Health – Concentration in Community Health and Health Promotion
University of Massachusetts Lowell, Lowell, MA.

PROFESSIONAL DEVELOPMENT

Essentials of Phlebotomy, Boston College Continuing Education Courses, 2019
The Intersection of Trauma and Homelessness, Conversations for Caring, 2019
Engaging Family Members Across the Substance use Disorder Care Continuum, Conversations for Caring, 2019
The principles of Harm Reduction, Conversations for Caring, 2019
Supporting Clients in Making Changes: Motivational Interviewing & Linkage to Care, MA Dept. of Public Health, 2019

Cassandra OKeefe

Authorized to work in the US for any employer

Work Experience

Health Worker

Equality Health Center - Concord, NH
June 2018 to Present

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

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

Sales Associate

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

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

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

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

Dance Instructor/ Teachers Assistant
Gens Dance Studio - Concord, NH
2012 to 2016

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

Education

Bachelor's in Women and Gender Studies
Keene State College - Keene, NH
August 2016 to May 2020

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

Bachelor's in Dance Choreography and Performance
Keene State College - Keene, NH

Skills

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

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

Cecile O'Keefe

1991-Present	Concord Obstetrics & Gynecology Billing Department
1988-1991	Grappone Auto Junction Service Department
1984-1988	New Hampshire Insurance Co. Accounting Department

1983 graduate of Manchester Central High School

April 13, 2000

Cynthia A. Taylor

Personal:

born 1958, Boston, MA
New Hampshire citizen since 1989
married/separated, 3 children

Education:

1977 Rockville High School, Rockville, CT, Diploma
1979 Holliston Junior College, Holliston, MA, Associate in Applied Veterinary Science
1997 Journey Within Learning and Wellness Center, Northfield, NH, Herbal Apprenticeship Certificate
Presently enrolled as a student at Birthwise Midwifery School, Bridgeton, ME

Work Experience:

Jan. 1980-July 1981 Veterinary Technician for Dr. Charles M. Cohen, Somers, CT
July 1981-Jan. 1984 Veterinary Technician/Instructor in the Small Animal Clinic at Purdue University, W. Lafayette, IN
Jan. 1984-Mar.1989 At home Mom
Apr.1989-July 1998 Business Manager/Veterinary Technician for the Franklin Veterinary Clinic, Franklin, NH
Jan. 2000-present Volunteering/Observing at the Concord Midwifery Service with Sue Bartlette and Monica Stevens

Associations and Organization Memberships:

New Hampshire Midwifery Council - Consumer member, Treasurer
New Hampshire Midwifery Association - Student member
Midwives Alliance of North America - member
New Hampshire Feminist Connection - member
Southern Poverty Law Center, Teach Tolerance Campaigne - member
New Hampshire Animal Rights League - member
People for the Ethical Treatment of Animals - member
Defenders of Wildlife - member
Center for Marine Conservation - member
Sierra Club - member
Greenpeace - member

MAGNIFICENT M. SCHMIDL

[redacted]

EDUCATION

Merrimack Valley High School, Penacook, NH 3.6 / 4.0 GPA — June 2018
High School Diploma

Northern Vermont University, Johnson, VT (3.8) / 4.0 GPA — Fall 2018- Summer 2021
Undergraduate in Interdisciplinary Studies in progress

- Primary: Anthropology and Sociology
- Secondary: Journalism
- Tertiary: Digital Media
- Other areas of focus: Gender studies, photography, singing, history

University of Abredeen, Scotland, UK — Spring 2022- Winter 2023
Master of Science (MSci) Sociology: Sex, Gender and Violence

- Dissertation: "It's a Violent Pornography- Fetish, Sex, Ideology: *A proposed omnidirectional dialectic of sexual politics, ideology, and violence."*
- Conferences:
    - 4th Global Conference on Women's Studies 2022: London, UK
        - Presented research: *"Are You a Fascist or Do You Just Have a Praise Fetish?: Performed Hyperfemininity, Internalized Misogyny, and a Turn to the Nostalgized Past in Response to the Pressures of Late-Stage Global Capitalism"*
    - GCWS Graduate Student Conference: Liberating Spatiality and Temporality 2023: MIT, Cambridge, MA
        - Presented research: (continuation of the research above)
- Other areas of focus: Sexpression, Consent Awareness and Sexual Education (C.A.S.E.)

University of New Hampshire, Durham, NH — Fall 2023- Current
Graduate Certificate in Feminist Studies

EXPERIENCE

Barn Store Of New England, Salisbury, NH — Fall 2015 -- October 2017 and again Summer 2019
Waitress/Dishwasher

- Assist guests by taking orders and bringing food
- Manage cash register, take money, and create change
- Clear tables and wash dishes

North of Concord Farm, Salisbury, NH — Summer 2013-Present
Harvester/Misc. Tasks

- Harvested and washed vegetables
- Worked at register weighing produce and counting money
- Kept stock full

Merrimack Valley High School, Penacook, NH — May 2015-2018
Light/Sound Technician

- Working stage lights for groups renting the stage
- Working sound board for groups renting the stage

Eastern Mountain Sports, Concord, NH — April 2018- August 2019
Guide/ Shoe Guru
- Customer service
- Outdoor equipment consulting/advising

El Toro, Morrisville, VT — Fall 2018- Spring 2019
Server
- Worked while attending college

Equality Health Center, Concord, NH
Internship
I was hired in 2020 about a month before the pandemic for a summer part-time job/ internship opportunity. They were unable to have me amid the pandemic, so I did my internship through the spring/summer of 2021. I was involved in community outreach, marketing and education primarily, and was an abortion doula one day a week through the duration of my internship.
Healthworker
Once my internship ended, I was hired as a part-time employee. I remained an abortion doula one day a week, but also answered phones and participated in outreach events the rest of the time. I began taking over the outreach role, as it was empty.
Outreach and Education Coordinator
After getting my master's degree, I returned to the EHC to officially take up the outreach position.

SKILLS

Interpersonal Relations
- I am a good mediator and de-escalation of conflicts
- I understand multiple points of view, personalities, cultures, sexual orientations and backgrounds
- I am good at dealing with difficult people

Music
- Singing, Baritone Sax, Alto Sax, Tenor Sax, Penny Whistle, Ukulele, Piano, Upright Bass (to name a few)
- Proficient in reading, performing, teaching, and arranging music
- Also a member of the Epsom and Kearsarge town bands- 2018

Basic Medical Training
- Attended and passed EMR training- 2017
- CPR and Basic First aid certified

Basic Fire Training
- Through Fire Explorer training, as well as being a part-time member of the Salisbury Volunteer Fire and Rescue Department

Waitressing/ Customer Service
- 6 years experience

Archive Organization/ Preservation
- At the Salisbury Historical Society- 2016

INTERESTS

Teaching- Research- Writing - Music - Photography - Traveling - Helping People (Medically) - Cycling - Animals - History - Gender studies- Fiber Arts

References

[redacted]

Concord Feminist Health Center
Dba Equality Health Center
Key Personnel
July 1, 2024 – June 30, 2025
Title X and TANF

Name	Job Title	Salary Amount Paid from this Contract
Jinelle Hobson	Executive Director	$25,502
Lauren Wilson	APRN-Nurse Practitioner	$74,880
Sarah Anderson	Lab Manager	$29,952
Lisa Hall	Medical Services Coordinator	$33,072
Karin Ashton	Health Care Worker	$18,970
Taylor Koch	Health Care Worker	$18,970
Cassandra O'Keefe	Health Care Worker	$29,952
Cecile O'Keefe	Health Care Worker	$31,200
Cindy Owen	Health Care Worker	$19,469
Magnificent Schmidl	Outreach Coordinator	$21,840