

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

MARGRET R. COOKE
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

April 6, 2023

WOMENS HEALTH SERVICES
111 HARVARD ST
BROOKLINE, MA 02446-6427

Dear [REDACTED]:

RE: INTF3323PP1235732154

The Massachusetts Department of Public Health, Bureau of Community Health and Prevention is please to inform you that your agency is being awarded \$125,000 in funds that will be amended into your contract INTF3323PP1235732154 for the purposes of purchasing mifepristone.

In order to expedite the purchase, the Department is authorizing the use of existing funds for this purchase with the signature of that attached authorization. Upon receipt of the authorization, the Department will release funds for this purpose.

A full contract amendment package will be sent to your organization for execution next week to authorize additional funds to bring your original contract back to full funding.

Sincerely,

Ruth Blodgett
Bureau Director
Bureau of Community Health and Prevention

Vendor Acknowledgement of Standard Contract Form

WOMENS HEALTH SERVICES

INTF3323PP1235732154

The Department of Public Health and _____ acknowledge that funds from the above contract may be used for the purchase of mifepristone up to \$125,000. These uses are covered under RFR 235732.

Name of Signatory Authority:

Signature:

Medical Director/owner
Title:

4/7/23
Date:

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions**, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: WOMENS HEALTH SERVICES, f. c.		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 111 HARVARD ST BROOKLINE, MA 02446-6427		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: [REDACTED]	Phone: 617-277-0009	Billing Address (if different):	
E-Mail: [REDACTED]@PARTNERS.ORG	Fax: 617-277-3247	Contract Manager: Beth Harrington	Phone: 617-624-5807
Contractor Vendor Code: VC0000437346		E-Mail: Beth.D.Harrington2@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF3323PP1235732154	
		RFR/Procurement or Other ID Number: 235732	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to _____, 20____. Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>757,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Non-Public Entities Grant to Support Improvements in Reproductive Health Access, Infrastructure, and Security			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: [Signature] Date: <u>2/14/23</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: [Signature] Date: <u>2/15/23</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: [REDACTED] Print Title: <u>Medical Director</u>		Print Name: <u>USA MUSTACHE</u> Print Title: <u>Deputy Director</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: WOMENS HEALTH SERVICES
CONTRACTOR VENDOR/CUSTOMER CODE: VC0000437346

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
[REDACTED] MD	Medical Director
[REDACTED]	Office Manager

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

[REDACTED] MD
Signature

Date: 2/14/23

Title: Medical Director

Telephone: 477-277-0009

Fax: 477-277-3248

Email: [REDACTED]@partners.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 250 Washington Street, Boston, MA 02108-4619

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 Governor

KIMBERLEY DRISCOLL
 Lieutenant Governor

MARY A. BECKMAN
 Acting Secretary

MARGRET R. COOKE
 Commissioner

Tel: 617-624-6000
 www.mass.gov/dph

02/09/2023

WOMENS HEALTH SERVICES
 111 HARVARD ST
 BROOKLINE, MA 02446-6427

Attn: [REDACTED]

R/E: Contract #: INTF3323PP1235732154

This letter is to inform you that the Massachusetts Department of Public Health, Bureau of Community Health and Prevention has awarded WOMENS HEALTH SERVICES a contract as a result of the review of your response to RFR# 235732 - Grant to Support Improvements in Reproductive Health Access, Infrastructure, and Security. The effective start date of the contract shall be the anticipated start date specified in the Standard Contract Form or a later date the Standard Contract Form has been executed by an authorized signatory of the Department of Public Health. The contract will be in effect through 06/30/2024 with options for renewal through

The contract total maximum obligation is \$757,000.00.

Listed below is the contract budgeted funding amounts:

Current Year	02/06/2023	06/30/2023	\$420,000.00
Future Years	07/01/2023	06/30/2024	\$337,000.00

If you have questions about your **award** please contact your program manager [REDACTED] at [REDACTED]@mass.gov.

Enclosed please find a Standard Contract package for you to review, sign and return via email scan. Please take note of the following:

- STANDARD CONTRACT FORM**

This form must be signed with an **authorized signature**, dated and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

- **CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL)**

A Contractor Authorized Signatory Listing (CASL) form must be signed with an **authorized signature**, dated and returned via email scan for each new contract or amendment contract package.

If you have any questions about your **contract package**, please contact **Beth Harrington at Beth.D.Harrington2@mass.gov**.

Please sign with an **authorized signature** and return the contract package via email scan to **Beth Harrington at Beth.D.Harrington2@mass.gov**, no later than close of business **02/16/2023**.

Sincerely,
Ruth Blodgett
Bureau Director
Bureau of Community Health and Prevention

Acceptable forms of Authorized signatures:

1. Traditional hand drawn “wet signature” (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory’s hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms** of electronic signature.

Scope of Services

Contract ID #: INTF3323PP1235732154

New Contract

This contract is being created to add funds to enhance the provider's ability to provide reproductive health access, infrastructure, security activities in Massachusetts under RFR #235732.

**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH (DPH)
BUREAU OF COMMUNITY HEALTH AND PREVENTION
DIVISION: Child/Adolescent Health and Reproductive Health**

Reproductive Health Access RFR #235732

FY 2023 & FY 2024 Contract Conditions

VENDOR : Women's Health Services VC0000437346

Contract ID# : INTF3323PP1235732154

Fiscal / Budget Conditions: (spending, invoicing, timelines/deadlines, etc.)

1. Fiscal:
2. Billing/Invoicing: no additional conditions
3. Other: no additional conditions

Administrative Conditions:

1. Reporting: no additional conditions
2. Staffing:
Maintain a medical director who is available during the hours of operation to clinical staff for clinical consultation, support, and supervision.
3. Other: no additional conditions

Programmatic Conditions (Workplans, populations, services, quality, deadlines, etc.)

- 1) The agencies' described scope of work must be revised if new activities or significant changes will occur to programming and/or evaluation. Initial revisions must be submitted to the contract manager ([REDACTED]@mass.gov) within one month of returning this contract package. Throughout the course of the contract, changes in scope must be approved in advance. Written follow-up on agency letterhead will also be required.
- 2) Within 15 days of returning this contract package, the vendor will submit to DPH a detailed plan with timelines and staff responsible for the planned EMR implementation project.
- 3) Vendor shall provide 60 days' notice prior to any additions, changes, modifications, or terminations of service delivery sites. Any such notice must be provided on agency letterhead and submitted to the MDPH contract manager via email and include a plan for assuring continuity of services and notification of current clients. MDPH reserves the right to review proposed changes and approve or deny these changes; denial or modification of the proposal may result in a contract decrease.

Other Special Conditions Specific to this Contract or to Funders/Grantors

1) Vendor will participate in monthly virtual check-in meetings with DPH staff.

By my signature below, I confirm that I have read and agree to all contract conditions listed herein.

Signature of Agency or Board Authorized Signatory

 *MD*

Signature of Program Director

Date

2/14/23

Department of Public Health

Vendor Name WOMENS HEALTH SERVICES		DPH Bureau/Program Name Bureau of Community Health and Prevention		
Vendor Code VC0000437346	Fiscal Year 2023	Contract Number INTF3323PP1235732154	RFR# 235732	2/15/2023

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
1. Direct Care/Prog. Support Staff					
Non-Medical Staff Payroll		\$124,000		\$ 124,000.00	March-June 2023
Anesthesia Costs		\$63,000		\$ 63,000.00	March-June 2023
Security Costs		\$9,000		\$ 9,000.00	March-June 2023
				\$ -	
				\$ -	
				\$ -	
SUB TOTAL	0.00	\$ 196,000.00	\$ -	\$ 196,000.00	
Fringe Benefits <input style="width: 100px;" type="text" value="0.00%"/>				\$ -	
1. TOTAL DIRECT CARE/PROGRAM STAFF		\$ 196,000.00	\$ -	\$ 196,000.00	

Program Component		CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
2. Other Direct Care/Program					
Electronic Health Records Implementation		\$17,000	\$83,000	\$ 100,000.00	Full implementation of EMR
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
2. TOTAL OTHER DIRECT/PROGRAM		\$17,000	\$ 83,000.00	\$100,000	

Occupancy					
Program Facility		\$100,000		\$ 100,000.00	rent
Facility Operations, Maint. and Furn.		\$24,000		\$ 24,000.00	equipment
3. TOTAL OCCUPANCY		\$ 124,000.00	\$ -	\$ 124,000.00	
SUB TOTAL: 1 + 2 + 3		\$ 337,000.00	\$ 83,000.00	\$224,000	
Administrative Support					
Max Cap Amount: <input style="width: 100px;" type="text" value="0.00%"/>					
4. AGENCY ADMIN. SUPPORT				\$ -	

TOTAL 1+ 2 + 3 + 4 + 5		\$337,000.00	\$ 83,000.00	\$ 420,000.00	
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Department of Public Health
Grants to Support Improvements in Reproductive Health Access, Infrastructure, and Security

Vendor Name		DPH Bureau/Program Name BCHAP/Sexual and Reproductive Health Program		
Vendor Code	Fiscal Year FY24	Contract Number BD-23-1031-BCHAP-BCH01-80830	RFR# 235732	Today's Date 2/15/2023

Program Component	FTE	Budget (A)	Actual Spending (B)	Reconciliation Amount (C)	Justification (D)
1. Direct Care/Program Support Staff					
Non-Medical Staff Payroll		\$124,000	\$ -	\$ 124,000.00	non medical staff payroll
Anesthesia Costs		\$94,000		\$94,000	support for anesthesia services
Security Costs		\$9,000		\$ 9,000.00	support for security services
				\$ -	
				\$ -	
		\$ -		\$ -	
SUB TOTAL	0.00	\$227,000	\$ -	\$ 227,000.00	
Fringe Benefit Rate		\$ -	\$ -	\$ -	
1. TOTAL DIRECT CARE/PROGRAM STAFF		\$ 227,000.00	\$ -	\$ 227,000.00	

Program Component	Budget (A)	Actual Spending (B)	Reconciliation Amount (C)	Justification (D)
2. Other Direct Care/Program Support				
Electronic Medical Records Consultant and Implementation	\$10,000	\$ -	\$10,000	EMR Support
			\$ -	
			\$ -	
			\$ -	
			\$ -	
2. TOTAL OTHER DIRECT CARE/PROGRAM SUPPORT	\$ 10,000.00	\$ -	\$ 10,000.00	

Program Component	Budget (A)	Actual Spending (B)	Reconciliation Amount (C)	Justification (D)
3. Occupancy				
Program Facility	\$100,000		\$ 100,000.00	support for lease
Facility Operations, Maintenance and Furnishings			\$ -	
3. TOTAL OCCUPANCY		\$ -		
SUB TOTAL: 1 + 2 + 3	\$337,000	\$ -	\$337,000	
Administrative Support				
Overhead rate	%			
4. AGENCY ADMIN. SUPPORT		\$ -	\$ -	

TOTAL 1+ 2 + 3 + 4

\$337,000

\$

-

\$337,000



**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH
CONFIDENTIALITY AGREEMENT
STANDARD TERMS AND CONDITIONS**

RFR # 235732

I. GENERAL PROVISIONS

Section 1.

The Department of Public Health (Department) is a hybrid entity under the Health Insurance Portability and Accountability Act (HIPAA). The Reproductive Health Access (Program) is a non-covered component and therefore not subject to the HIPAA Privacy or Security Rules. The Department is subject to the Fair Information Practices Act (FIPA) and since the Department is providing to the Vendor and/or the Vendor may receive or create Confidential Information on behalf of the Department, a confidentiality agreement is included as part of this contract. The Vendor WOMENS HEALTH SERVICES in the performance of its duties under the contract(s) awarded pursuant to RFR # 235732 (the RFR and all attachments to it are referred to collectively as the Contract) is a holder of Confidential Information.

Section 2. The Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all Confidential Information that the Vendor may receive from and/or create on behalf of the Department in the performance of its duties and responsibilities under the contract, and to ensure that the Department through its Vendor complies with FIPA as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the contract.

II. DEFINITIONS FOR USE IN THIS AGREEMENT

All terms used, but not otherwise defined herein, shall be construed in a manner consistent with FIPA and other applicable state or federal privacy or confidentiality laws.

"Confidential Information" (CI) includes:

- Personal Data
- Protected Health Information
- Security Information
- Other information that the data owner determines requires protection from unauthorized access.

Hereinafter, this agreement shall use "CI" to refer to all Confidential Information, unless only a subset is appropriate.

"Data Subject" means an individual to whom Personal Data or Protected Health Information refers.

"Electronic Media" means:

- *Electronic storage media* including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- *Transmission media* used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

"Holder" (referenced herein as Vendor) means any person or entity which contracts or has an arrangement with an agency (DPH) whereby it holds Personal Data as part or as a result of performing a governmental or public function or purpose.

"Information system" means the interconnected set of information resources under the direct control of the Department, as well as those used by the Department under the control of other entities, including the Commonwealth's Information Technology Division, and the Executive Office of Health and Human Services. The information resources comprising an information system include any equipment, software, devices, or interconnected system or subsystems of software and equipment that are used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data.

"Personal Data" (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information or criminal offender record information as defined in G.L. c. 6, § 167. Protected Health Information, as defined below, constitutes a subset of Personal Data.

"Protected Health Information" (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Vendor receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. PHI is a subset of PD.

“Security Incident(s)” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“Security Information” means information related to the Department’s Information Systems, the disclosure of which would expose the information systems to external threats, and could lead to the unauthorized disclosure of personal data. Security Information includes, but is not limited to, network diagrams, system schematic drawings, security policies and procedures, user account information and passwords, threat or vulnerability assessments, or any other records relating to the security of the Department’s information systems.

III. OBLIGATIONS OF THE VENDOR

Section 1. Compliance with State and Federal Law. The Vendor acknowledges that in the performance of this Contract, it may receive CI. The Vendor acknowledges that by accepting the CI, it becomes a "holder" of the "Confidential Information" within the meaning of M.G.L. c. 66A, FIPA, and will comply with the requirements of that law as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the Contract.

Section 2. Ownership of CI. The Vendor shall at all times recognize the Department as sole owner of the CI. As owner of the CI, the Department shall at all times have complete control over the access, use, disclosure and disposition of the CI, including, if relevant, editorial control over the output.

Section 3. Agreements by Third Parties. If the Department authorizes the Vendor in advance to engage a subcontractor or an agent, and such subcontractor or agent receives CI from or creates or receives CI on behalf of the Vendor or Department, the Vendor shall obtain and maintain a written agreement with each agent or subcontractor. The agreement shall provide that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Vendor pursuant to this Contract with respect to such CI including, but not limited to, implementing reasonable safeguards to protect the information. All provisions of the Contract apply to all such CI, whether in the possession of the Vendor or any agent or subcontractor. The Vendor is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Contract. Upon request, the Vendor shall provide the Department with a copy of the written terms between the Vendor and the subcontractor or agent.

Section 4. Security: Appropriate Safeguards. The Vendor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the CI. Such safeguards shall meet, at a minimum, industry best practices standards and specific standards for

privacy and security established by the Department and the Commonwealth. Appropriate safeguards shall include, at a minimum:

- Providing appropriate privacy and security training for each of its employees, agents, or subcontractors who will have access to the Department's CI.
- Requiring each of its employees, agents, or subcontractors having any access to or use of CI to comply with applicable laws and regulations relating to confidentiality, privacy, and security of the CI.
- To the extent that the Vendor's employees physically work on site at the Department, they shall be subject to the Department's Confidentiality and Security Policies and Procedures.
- Not removing any CI from Commonwealth premises, unless authorized under the contract.
- Protecting the physical and electronic security of the CI, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the CI, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Laptop security – When a laptop maintaining CI is not in use, the CI must be secured as encrypted files, or in an encrypted volume on the hard drive or a CD. (Example: PGP Disk File and Disk Encryption). Laptops or CDs must not be left unattended and must be stored securely in locked cabinets or rooms.
- Portable electronic media, if authorized to be used to maintain CI, must include encryption functionality, and must be stored in locked cabinets or rooms.
 - *USB Thumb Drives* must have password or biometric protection to provide for encrypted file security. The encryption must be enabled whenever the CI is not being used. (Example: the *Lexar Jumpdrive Secure*)
 - CI stored on a *CD-Rom* must be maintained in an encrypted file. (Example: WinZip 9 with 256 bit AES encryption)
- Data Backup – The Vendor shall backup CI as is necessary to ensure the integrity and availability of all information required to perform vendor's obligations under the Contract. The Vendor shall provide for the security of all backup tapes and storage media.
- If the Department's CI is stored on backup tapes, which cannot be segregated from other data maintained by the Vendor due to the choice of backup media and system, the Vendor shall continue to ensure the privacy and security of the Department's CI so long as the backup media is needed. All protections pertaining to any CI covered by the Agreement shall remain in force for so long as the Vendor maintains such CI. To the extent feasible a separate back-up tape should be utilized for the CI under this contract.
- Media Sanitization - Unless otherwise authorized under the terms of the contract, all copies of any Department CI stored on electronic storage media, including thumb drives, controlled by the Vendor, must be destroyed upon termination of the Agreement. CI must be destroyed so that it cannot be

recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction.

- Upon request, the Vendor will furnish the Department with a description of the steps it has taken to prevent use or disclosure of the CI not authorized by this Contract and agrees to allow authorized representatives of the Department access to premises where the CI is kept for the purpose of inspecting security (physical and electronic) arrangements.

Section 5. Non-Secure Transmissions Prohibited. The Vendor agrees that it will not transmit the CI over any unsecured network or over any wireless communication device.

- Transmissions of CI over the Internet are limited to secure transmission protocols approved in writing by the Department
- All CI hosted by the Vendor, and accessible remotely, including via the Internet, must be secured through the use of Firewalls and other perimeter security technologies and must be approved in writing by the Department.

Section 6. Reporting of Disclosures or Security Incidents. The Vendor agrees that it will notify the Department under this Contract both orally and in writing no later than (1) business day following discovery or notice of:

- any use or disclosure of CI not allowed by this Contract,
- any security incident involving or potentially involving the Department's CI

Section 7. Mitigation. The Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of its use or disclosure of CI in violation of the Contract or any security breach. The Vendor shall in consultation with the Department take measures that the Department deems appropriate to recover the CI and prevent a future breach of the confidentiality and security of the CI. The Vendor shall report to the Department the results of all mitigation actions taken. Nothing in this Section shall be deemed to waive any of the Department's legal rights or remedies that arise from the Vendor's unauthorized use or disclosure of the CI or security breach.

Section 8. Notice of Request for CI. The Vendor agrees to notify the Department prior to the return date or within five (5) days of the Vendor's receipt of any legal request, court order, or subpoena for CI, whichever is earlier. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, the Vendor agrees to cooperate fully with the Department in such challenge.

Section 9. Access to CI or Personal Data.

- A. The Vendor shall provide the Department with access to or copies of any CI that it maintains pursuant to the contract.

- B. The Vendor shall provide the data subject with access directly to the subject's PD, subject to restrictions, if the individual makes the request directly to the Vendor, as shall be necessary to meet its obligation under M.G.L. c. 66A.
- C. Such access or copies shall be provided to the Department or individual within five (5) days of the request.

Section 10. Availability of PD for Amendment. The Vendor shall allow an individual to make requests to amend his or her PD that the Vendor maintains and for which the Vendor is the source, subject to restrictions. The Vendor shall also make any amendment(s) to PD that it received from or created or received on behalf of the Department that the Department directs, in order for the Department to meet its obligations under M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

Section 11. Accounting of Disclosures. The Vendor shall document PD disclosures and required information related to such disclosures, as is necessary for the Department to respond to an individual's request for accounting of disclosures in accordance with the Department's Confidentiality Policy and Procedures, Procedure # 12. The Vendor agrees to provide to the Department or the individual, within ten (10) days of the request an accounting of disclosures of PD. At a minimum, the Vendor will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PD, and if known, the address of such entity or person, (iii) a brief description of the PD disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

Section 12. Access to Records. The Vendor shall make available to the Department its internal practices, books, and records including policies and procedures relating to the use and disclosure of the CI received from the Department, or created or received by the Vendor on behalf of the Department as well as security procedures. The Department shall determine the time and manner for making such material available.

IV. PERMITTED USES AND DISCLOSURES BY THE VENDOR

Section 1. Uses and Disclosures of CI. The Vendor agrees to use or disclose CI that it receives from and/or creates or receives on behalf of the Department only as specified in this Section IV.

A. To Perform the Contract (MDPH to check one)

The Vendor's responsibilities under the contract require only the use of CI. Vendor is prohibited from disclosing any CI to any entity other than the Department. The Vendor shall give the Department full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary.

If the box above is checked, Sections 9 (B), 10, and 11 of Part III of this agreement do not apply.

The Vendor may use or disclose CI, or create CI on behalf of the Department, as is necessary for the Vendor to administer or perform the functions, activities and services that are required to satisfy its obligations under the Contract. This shall include providing the Department with full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary for: (1) providing treatment to individuals receiving services under the contract; (2) the payment for or reimbursement of those services; and/or (3) health care operations. Operations shall include reporting to the Department to fulfill state or federal reporting requirements. If the Vendor concludes that a client authorization is required for the release of personal data to the Department as required in this section, the Vendor agrees to timely secure client authorizations.

B. For Publication or Presentation

No results or findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior written approval by MDPH. All proposed publications or releases must be submitted for review and comment to MDPH at least thirty days prior to the date of the proposed release for the purpose of ensuring that at a minimum:

- No individual case level data are released;
- All aggregate data are in compliance with the MDPH aggregated data release standards;
- All materials developed with data provided or created pursuant to this contract shall clearly reflect the source of the data, and funding, if applicable, as the Massachusetts Department of Public Health;
- All MDPH recommendations are addressed prior to publication; in certain instances the inclusion of a disclaimer may be required.

The Vendor understands that Department approval pursuant to the conditions

outlined in this subsection is required prior to any distribution by electronic media of data interpretation or findings derived from the data provided, and that any such distribution must be in read-only format. For purposes of this Agreement, publication by electronic media includes the Internet, the Vendor's extranet, electronic bulletin board or newsgroups, RSS or Atom-based syndication, or similar communication modes utilizing the electronic dissemination of information.

C. For Research: The Vendor agrees that it may not disclose CI received from or created or received pursuant to the contract with the Department for research purposes without the written approval of the MDPH Research and Data Access Review (RaDAR) Committee for the specific research.

Section 2. Minimum Necessary. The Vendor agrees to take reasonable steps to limit the amount of CI used and/or disclosed pursuant to Section 1 of this subsection to the minimum necessary to achieve the purpose of the use and disclosure.

V. PLEDGE BY AUTHORIZED USERS: The Vendor will limit access to the CI to only those individuals it has authorized to access the CI. All authorized users must sign the Confidentiality Pledge, attached to this agreement, prior to accessing the CI. Vendor shall hold a Confidentiality Pledge for each authorized user, and shall provide to the Department a copy of each pledge within ten (10) days of the signing of each pledge.

VI. TERMINATION OR COMPLETION OF CONTRACT WITH THE VENDOR

Section 1. Termination Upon Breach of Provisions Applicable to CI. The Department may terminate this Contract immediately upon written notice, as specified in section 5 of the Commonwealth Standard Terms and Conditions, if the Department determines, in its sole discretion, that the Vendor has materially breached any of its obligations regarding CI. Prior to terminating this Contract as permitted above, the Department, in its sole discretion and according to standards approved by the Department, may provide an opportunity for the Vendor to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the Vendor fails to cure the breach or end the violations within a time period set by the Department, the Department may terminate the Contract immediately upon written notice.

Section 2. Effect of Termination or Completion:

- A.** The Vendor agrees that within 14 days of the termination or completion of this Contract, it will return, or destroy, at Department's direction and according to standards approved by the Department, any and all CI that it maintains in any form, including CI that is in the possession of its subcontractors or agents and will retain no copies of the CI.
- B.** Notwithstanding the foregoing, to the extent that the Department agrees that it is not feasible to return or destroy such CI, the Vendor shall continue to

ensure the privacy and security of the Department's CI so long as it retains the CI. All protections pertaining to any CI covered by this Agreement shall remain in force for so long as the Vendor maintains the CI.

- C. The Confidentiality Agreement is coterminous with the underlying contract. If a renewal contract is signed, a renewal confidentiality agreement is also required. To the extent that a contract agreement is amended, the confidentiality agreement shall be amended as needed.

Section 3. Survives the Termination of the Contract. Notwithstanding any other provisions concerning the term of the Contract, all obligations of the Vendor and protections pertaining to the privacy and security of CI under this Agreement shall continue so long as the Vendor retains any CI covered under this agreement.

VII. MISCELLANEOUS PROVISIONS

Section 1. Remedies. Nothing in this Agreement shall be construed to waive or limit any of the Department's legal rights or remedies that may arise from the Vendor's unauthorized use or disclosure or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve the Vendor of any obligations as set forth herein nor be construed as a waiver of any of the Vendor's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by the Vendor.

Section 2. Interpretation. Any ambiguity in this contract shall be resolved to permit the Department to comply with M.G.L. c. 66A, and any other law pertaining to the privacy or security of Confidential Information.

The Vendor has caused its duly authorized representative to execute this Agreement.

WOMENS HEALTH SERVICES

(Insert Name of the Vendor)

By [Redacted Signature]

Title Medical Director

Date 2/14/23



**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

Pledge of Confidentiality

**Agreement for the Use of Confidential Information
Department of Public Health**

I, the undersigned, understand that in the course of my work for WOMENS HEALTH SERVICES relating to a contract with the Massachusetts Department of Public Health (MDPH), I may have access to confidential information - including personal data about individuals or security information - either provided by MDPH or created on its behalf. This information may be contained in paper forms, computerized data bases or other media.

I understand that access to this confidential information is provided for the sole purpose of the work covered by the MDPH contract. I understand that this confidential information is protected from unauthorized disclosure under state law and that its use for this contract is limited by law and MDPH Confidentiality Policy and Procedures.

I recognize that the unauthorized use or disclosure of any confidential information may cause serious harm to individuals and damage to the mission of the Massachusetts Department of Public Health. Such unauthorized use is inconsistent with the terms of the contract, is against the ethical standards of my profession, may be a violation of state and/or federal law, and may be sufficient cause for MDPH to terminate this contract, bar future participation in MDPH contracts or take other legal action.

In order to preserve the confidentiality of the MDPH confidential information and the integrity of the data systems to which I have access, I acknowledge and agree that:


DATA USER INITIALS BELOW:

1. Regardless of how obtained, I will respect the confidentiality of all MDPH confidential information to which I have access. I will not disclose any confidential information unless authorized to under the contract with the MDPH and I will not attempt to access confidential information to which I am not entitled.
2. I will conduct any related activities, including but not limited to: analysis, discussion with others authorized to access this confidential information, and report writing performed with computerized data/information or paper


form resources, in accordance with all applicable policies and procedures and best practices.

3. [REDACTED] I will ensure the physical security of all MDPH confidential data when I leave my work area unattended through the use of locked files, locked workstations, locked offices, and similar methods. This applies to the security of medical records, case review forms, computerized printouts, computer diskettes and other materials relevant to my project duties.
4. [REDACTED] Any passwords and/or identification codes assigned to me for access to computers containing MDPH confidential information are intended for my professional project-related use only. I understand that I will be accountable for all data, reports, and other activities performed under my assigned passwords and identification codes. I will not disclose my passwords/ID codes to others and will be responsible for assuring that any employees that I supervise are assigned their own passwords/codes.
5. [REDACTED] I will report to my supervisor or the MDPH contact any misuse of computing resources or MDPH confidential information, or anything which leads me to suspect that the security of my own passwords has been compromised.
6. [REDACTED] I will report to my supervisor, or if I am the supervisor, to the MDPH contact, any inappropriate disclosure of confidential information provided by MDPH or created by this contract.
7. [REDACTED] I will not discuss MDPH confidential information except in the performance of contract-related duties and only if authorized.
8. [REDACTED] I will not remove any MDPH confidential information from the work place unless explicitly authorized by MDPH and my supervisor.
9. [REDACTED] I will not place confidential information on a laptop or transmit the information electronically unless explicitly authorized by MDPH and my supervisor and shall be responsible for following all relevant standards if approved to use a laptop or transmit confidential information.
10. [REDACTED] I understand that infringement of these rules could result in the denial of future authorization of access to MDPH confidential information.
11. [REDACTED] I understand that all confidential information provided by or created on behalf of MDPH are owned by the MDPH and no findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior submission and written approval by MDPH.

I have read the Confidentiality Agreement that is part of the contract with the Massachusetts Department of Public Health and I agree to abide by the conditions therein.


Confidential Information User's Signature

2/14/23
Date

 *MD*
Confidential Information User's name (printed or typed)

WOMENS HEALTH SERVICES, P.C.
Vendor

Grants to Support Improvements in Reproductive Health Access, Infrastructure, and Security

RFR # 235732

Applicant organization's legal name: Women's Health Services

Tax ID number: 04-3150652

Primary contact name: [REDACTED]

Email and phone number for the primary contact: [REDACTED] and 617-277-0009

• Provide an overview of your organization's proposed abortion access, infrastructure, or security project. Include the geographic area(s) where funds or abortion care direct services will be made available, the populations you intend to serve, and how the project will meet the current and anticipated future needs of the organization. If you plan to include subcontractors, please name them and describe their roles in the project.

Who We Are, What Are Our Challenges and How Have They Changed Post-Dobbs

As the only independent abortion provider in New England providing care past 20 weeks, our mission post-Dobbs is clear and consistent with what has always been our mission: to provide equitable, affordable, accessible, trauma-informed abortion care to all who seek it.

Since its inception, the goal of Women's Health Services been to provide the highest and safest quality care allowed by the law, care commensurate with hospital-level care, while maintaining the affordability and accessibility of an outpatient clinic. We are well-aware that for patients who require general anesthesia or later procedures and are uninsured (paying out-of-pocket or with funding), hospital costs are unaffordable, costing as much as 10 times our out-of-pocket rates. Hospital programs are also open limited days and are low volume, resulting in access issues. As a fully licensed ambulatory surgical center, with a CLIA-certified lab on site, we provide full anesthesia and perform abortions through 24 weeks. The ease of booking an appointment, the acceptance of public and private insurance, and the capped out-of-pocket rate for those who are uninsured, has long made us a destination provider for the surrounding New England states. These states either have no late abortion

providers, no general anesthesia outside of hospitals, which provide abortion care for abnormalities only (ME, VT, RI, NH), or no Medicaid coverage for abortion (NH, RI). We are now seeing a steady influx of patients from Texas, Florida, Georgia, Louisiana, Tennessee, Arkansas, Alabama, North Carolina, Wisconsin, the Caribbean, and South America.

Patients coming from restricted states are almost entirely uninsured and paying out-of-pocket or with funding assistance at our below-cost rate. Most out-of-state patients we have seen require second trimester procedures. These procedures are the most expensive for us to provide, as they require prolonged single day care or 2 days of care with general anesthesia, and higher doctor reimbursement, due to limited trained providers and greater procedure difficulty and risks. Out-of-state patients also require additional staff time for case management and care coordination services. They tend to be more medically complex, requiring more intense medical management. The increased demand for surgical procedures, particularly late procedures has resulted in prolonged sessions (previously 5 hours and now 7 hours), significantly increasing staff costs.

Women's Health Services performs about 1300 abortions per year. Traditionally about 90% are first trimester procedures (surgical or medical) and around 10% are second trimester procedures. Post Dobbs, we are seeing more second trimester patients and the percentage has increased to about 15%. As previously noted, later procedures require significantly more staff time, medications, supplies, patient time and/or days in the clinic, and doctor and anesthesia reimbursement. A disproportionately large percent of clinic and staff time, and the resulting costs, are devoted to the 15% of patients requiring second trimester procedures.

For all these reasons, the cost of providing care to patients paying out of pocket, including patients coming from restricted states, far outpaces the price that we charge. We firmly believe in keeping the cost of out-of-pocket procedures capped to ensure that abortions are accessible. There is no equity or access if services are available but unaffordable.

The percentage of patients we serve on MassHealth, which under-reimburses us for all care and is more disparate for late procedures, has steadily increased (now 35%) as has the volume of patients paying out-of-pocket or with funding, also below the cost of care (35%). **These two payee groups currently comprise 70% of our patients. As the number of self-pay and MassHealth insured patients continues to grow and the number of second trimester procedures increases, the gap between our expenses and income increases.**

In addition to low reimbursement rates, neither MassHealth nor private insurance reimburses us anything for the cost of providing anesthesia. Because of market competition, the cost of hiring anesthesia providers is exorbitant, as are the costs of drugs, and mandatory surveillance and emergency equipment. We provide general anesthesia, even though we are not reimbursed for this, because we believe abortion patients deserve adequate pain control, (one of the tenets of the Patient Bill of Rights), and that choice of anesthesia should not depend on financial resources. Additionally, this allows us to serve the most vulnerable populations, including victims of sexual assault and intimate partner violence, teenagers and patients with mental health and other complex psychosocial issues.

Our services would be even more equitable if we had a dedicated Spanish interpreter who could book appointments, review medical histories, advise on pre-procedure instructions and interpret (when needed) during and after procedures. Patients who call when there is no Spanish translator available, are told to call back on the next day that we have a Spanish-speaking staff member, making it much more difficult for these patients to access care. We recently re-did our website to make it easier to navigate, including google translate for all information. We could also reach more patients, particularly those seeking services from restricted states, if we could increase our online presence and outreach on the web. This would be helped by hiring an employee whose main job was media relations and by increasing the monthly google advertising budget and expanding the budget to include Meta.

Surgical procedures require significantly more time than medical procedures. Currently we have a single provider providing care to both, which results in long waiting times for patients seeking medical abortion. We could provide more timely care for these patients if we could fund a dedicated advanced practitioner to perform ultrasound exams and provide medical abortion care. We have the space to do this in a discreet, non-surgical area, but not the manpower.

Because of our decision to keep the cost of abortions accessible and the operating shortfall we have on an annual basis, there is always equipment that would better our practice. For example, we have an exam table that is broken and should be replaced. We have an AED on the surgical procedure level but adding one on the ground floor would maximize safety. We have three surgical procedure rooms but to operate them all we need an additional cardio-pulmonary monitor with capnography, and an additional suction machine. We have not been able to afford BLS training for all staff and ACLS training for doctors and nurses but feel this would maximize safety.

Currently all anesthesiologists, a few physicians, one nurse and one nurse practitioner have ACLS training.

Another aspect of our mission is to provide teaching to the next generation of abortion providers. Currently, we train family medicine residents from Cambridge Health Alliance, family planning fellows from the Reproductive Health Access Program, medical students from non-restricted states, through Medical Students for Choice, and PA students from MCPHS University. Additionally, we provide on-site training free of charge to our attending providers who wish to expand their abortion skills to include second-trimester procedures. Teaching adds approximately 15-30 minutes per patient, which over the course of the day can extend a day by several hours and add several hundred dollars of staff time. The passage of Dobbs has led to increased interest among healthcare providers in learning surgical abortions. We are seeing an increased interest from healthcare facilities and residency programs wanting to send medical students and residents to WHS for training. Because we run at a deficit, we have not been able to accept additional residents or medical students who are not funded.

Because we run at a deficit, we have never been able to implement an EHR because we would never have the funds required to do this. We would also like to include in our grant request the cost of a consultant to help us choose a vendor and predict the capital costs needed to move to EHR.

Our annual revenue is \$1.325 million, which includes revenue from insurers, self-pay, funding sources, and donations. Our costs, which include a triple-net lease, systems maintenance and operational costs of an ASC, staff, medications, supplies, regulatory compliance, and infrastructure, are currently \$1.492 million and are predicted to be \$1.571 million in 2023. This is the case, despite an increasing reliance on volunteers as well as staff compensation which is well below market rate.

A grant in the amount of \$336,500 from the Commonwealth would allow us to provide equitable care to all patients requiring first trimester surgical and medical procedures and second trimester surgical procedures. It would offset the disparity between providing affordable care to the uninsured and underinsured and the operational cost of care in an ASC.

Breakdown on total grant request:

- Support 2 additional hours of clinic care (additional staff costs/session, additional anesthesia costs per session, additional

security costs per session, additional time for teaching) which have resulted from post-Dobbs increased patient demand = \$1000/session = \$125,000 for six months

- Support dedicated Spanish translation services 6 days/week to facilitate appointments, history, instructions, and intra-procedure support; This would allow us to extend current staff so that we have a full-time Spanish interpreter; to ensure access to patients with limited English proficiency, reduce barriers to care and promote racial equity. \$20,000
- Support hiring a dedicated advanced practitioner to perform ultrasounds and provide medical abortions for 4 hours/session 5 days a week, to facilitate medical abortion and cut down on wait times =
- Replace failing or needed equipment (table = \$6,000 AED = \$1000; monitor = \$5000, suction machine \$12,000) to replace irreparable, broken table and provide a separate area for medical abortion care, to decrease patient wait times; anesthesia monitor to increase our capacity to run three operating rooms for surgical procedures, increasing our ability to serve a higher demand of patients and cut down on wait times (\$24,000)
- BLS and ACLS training for appropriate staff to facilitate IVCS anesthesia management, when a nurse anesthetist cannot be present and to increase overall safety (\$300 each x 10 = \$3000)
- Hire an EHR consultant to help us to select a vendor and understand the capital costs and costs to implement and train staff to improve patient data collection and retrieval. (\$17,000)

• How many clients does your organization anticipate serving from January 1, 2023 through June 30, 2023? If this will not be a typical client volume (for example, if a startup period is needed) describe the startup timeline and anticipated future client volume.

Our patient volume has increased post-Dobbs from 108 to 126 patients per month, of which around 15% require late procedures over 14 weeks. We anticipate an increased volume from 1/1/23 to 6/30/23 of at least 760 patients, including 114 patients requiring procedures over 14 weeks. In addition, continuing increases in patient volume from out of state may cause us to reach capacity unless we have more financial resources and support. This may limit our capacity to serve Massachusetts residents.

• Briefly describe your organization's experience in providing the type of program proposed in this RFR. If your organization currently provides abortion funding, describe the intake process, how the process meets the needs of clients, and the average amount of financial support

provided to individual clients. If your organization is a clinical provider, describe your current abortion-related services, including pregnancy testing, options counseling, referral for abortion services, and/or on-site provision of abortion services.

Women's Health Services has been open and providing abortion care for *over* 30 years. As a fully licensed ambulatory surgical center, with a CLIA-certified lab on site, we provide full anesthesia and perform abortions through 24 weeks. Women's Health Services performs about 1300 abortions per year. Traditionally about 90% are first trimester procedures (surgical or medical) and around 10% are second trimester procedures. Post Dobbs, the percentage of second trimester surgical procedures has increased to about 15%. Unlike all other clinics in New England, WHS offers anesthesia for both first and second-trimester procedures. Offering anesthesia, even to first trimester patients, is a huge part of what makes our clinic unique and allows us to provide trauma-informed care. The cost of providing this care is significant considering the high systems and operating costs of an ASC, the market rate for anesthesiologists, emergency medications, and other equipment. We are not reimbursed for the anesthesia services we provide, yet we offer them because we believe in the Patient Bill of Rights, that all patients deserve adequate pain control, regardless of the nature of their procedure. Additionally, this lets us serve the most vulnerable populations, which include victims of sexual assault and intimate partner violence, teenagers, and patients with mental health and other complex psychosocial issues. In addition to our on-site abortion services, we also offer pregnancy testing, gestational dating ultrasound, and options counseling.

We receive referrals from hospitals, geneticists, physicians, colleges, and patients self-referred, who find us on our website.

Although we do not directly provide funding to patients, 35% of our patients are paying out-of-pocket. Many of these patients require full or partial funding because, even though our rates are a fraction of comparable hospital care, they are still unaffordable to many patients, without additional financial support. Many staff hours are spent, working with funding sources to cover abortion care, travel, room and board, and transportation to and from our clinic.

How does your organization or program work in partnership with similar organizations as well as with community-based organizations in Massachusetts and other states?

Having been well-established in the community for 30 years, WHS works closely with many other community providers, colleges, including OBGYN and Family Practice offices, genetic counselors, substance use treatment facilities, and hospitals.

Our staff hold positions at Brigham and Women's, Cambridge Health Alliance, Atrius Healthcare, and Boston Medical Center, which enables us to seamlessly conduct warm handoffs and ensure access to the highest quality care. We care for many patients with complex medical co-morbidities and difficult social problems (substance abuse, homelessness, mental health challenges). If a patient is too high risk (medically or airway risk) to receive a procedure at our facility, our staff works tirelessly to find them hospital care. Sometimes this involves more staff time than we would spend on a patient receiving care at our facility. We have positive relationships with the abortion funding agencies both locally and nationally, which enable us to facilitate access to funding and other services in a timely fashion.

Describe how your program will reflect a commitment to the SRHP Core Values (Appendix A).

Due to systemic racism, people of color and vulnerable populations are over-represented amongst MassHealth patients and abortion patients in general. The fact that 70% of the patients we serve are either on MassHealth or uninsured/underinsured and need an affordable rate because they are paying out of pocket, is reflective of a commitment to the SRHP Core Values of health equity. These patients are the most vulnerable in all ways: low income, non-English speaking, patients of color, patients with disabilities, mental health and substance abuse challenges, victims of domestic violence and minors. As such, a grant from the Commonwealth will allow us to continue to provide care, while keeping prices low, in-line with the Grant's goals of addressing racial inequities and promoting bodily autonomy. Additionally, our anesthesia program strongly reflects a commitment to the Grant's goal of promoting trauma-informed care.

How will your organization reach individuals seeking abortion care to inform them about the availability of abortion care or supports to access abortion care?

Currently, we expend \$2000/month on Google advertising. We would like to increase our monthly Google budget by \$500 and diversify our web presence by an additional \$500/month to advertise on Meta (Facebook and Instagram). We would like to increase the hours of a designated employee whose main role would be to manage media. They would analyze our online presence and work with Google and Meta to maximize it and ensure we are reaching key demographics who are searching for abortion. This person would also conduct outreach to local physicians' offices and maintain positive relationships with college campuses, to ensure that our presence is

known to all those seeking access to trauma-informed, financially accessible abortion care.

How will your organization ensure confidentiality for people seeking abortion care, including adolescents?

As a licensed ambulatory surgical center, we are required by law maintain the highest standards of data protection and patient privacy for our records and patient interactions. We utilize code words for booking appointments, we have on-premise security throughout the building and security guards to limit access to the building. All employees receive training on HIPAA and the PCA Plan and sensitivity training, regarding the need for confidentiality.

How will your organization collect and manage the quantitative and qualitative data needed to complete required reports for this program (as described in section 7 of the RFR, Grant Scope and Performance Requirements). Please include specific positions/roles of staff or volunteers who will participate in data collection and reporting.

The Office Manager currently collects data regarding all patient interactions and staff time allocations, and this data will be utilized in the quantitative reporting requirements. The Director of Nursing and Clinical Services and/or the Medical Director will utilize this data to participate in the monthly calls to provide descriptions of all activities conducted. The Directors will also solicit information and participation from our clinical and counseling staff as needed.

Complete the budget template found in on Combuys (SRHP PP Abortion RFR Budget). Below, provides a detailed justification for the budget request.



Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-23-1031-BCHAP-BCH01-80830	Description:	235732 Grants to Support Improvements in Reproductive Health Access, Infrastructure, and Security	Bid Opening Date:	12/02/2022 03:00:00 PM
Purchaser:	Procurement Team	Organization:	Department of Public Health		
Department:	BCHAP - Bureau of Community Health and Prevention	Location:	BCH01 - BCHAP Contracts		
Fiscal Year:	23	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	No
Alternate Id:	235732	Required Date:		Available Date :	10/26/2022 04:00:00 PM
Info Contact:	SRHP@mass.gov	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	01/01/2022	Blanket/Contract End Date:	06/30/2032		

Pre Bid Conference: November 8, 2022 at 4pm via Zoom please see RFR for more information

Bulletin Desc:

Ship-to Address:	Procurement Team 250 Washington St Boston, MA 02108 US Email: DPHProcurementteam@mass.gov Phone: (617)624-5516	Bill-to Address:	Procurement Team 250 Washington St Boston, MA 02108 US Email: DPHProcurementteam@mass.gov Phone: (617)624-5516	Print Format:
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File Attachments: [235732 Reproductive health access infrastructure and security grants](#)
[235732 Repro Health Access Intent to Award](#)
[Attachment A - RFR 235732 application questions](#)
[Attachment B - RFR 235732 annual budget template .xlsx](#)
[Appendix A SRHP Core Values.docx](#)
[VENDACT- Forms to be completed by potential bidders new to the state system or who need to update existing vendor information in MMARS](#)
[READ - Read only documents do not need to be returned with the application.zip](#)
[INFO -Documents for Information only - may be required at time of Contract.zip](#)
[RFR235732-Reproductive Health Access Q and A 11.16.22](#)
[Abortion RFR bidders conference slides](#)
[RFR 235732-Reproductive Health Access Q and A 11.18.22](#)

Form Attachments:

Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO
 See SBPP requirements and

exceptions at
www.mass.gov/sbpp
 :

Amendments:

Amendment #	Amendment Date	Amendment Note
1	11/02/2022 01:14:23 PM	The first round of Questions and Answers are now Available for viewing. Attachment File Changes: Header 1. File 'RFR235732-Reproductive Health Access Q and A 11.2.22.': File 'RFR235732-Reproductive Health Access Q and A 11.2.22.' added .
2	11/10/2022 01:19:33 PM	The bidders conference and the most recent Questions and answers are no available. Attachment File Changes: Header 1. File 'RFR235732-Reproductive Health Access Q and A 11.2.22.': File 'RFR235732-Reproductive Health Access Q and A 11.2.22.' deleted . 2. File 'RFR235732-Reproductive Health Access Q and A': File 'RFR235732-Reproductive Health Access Q and A' added . 3. File 'Abortion RFR bidders conference slides ': File 'Abortion RFR bidders conference slides ' added .
3	11/15/2022 03:59:55 PM	The latest Questions and Answers are now available. Attachment File Changes: Header 1. File 'RFR235732-Reproductive Health Access Q and A': File 'RFR235732-Reproductive Health Access Q and A' deleted . 2. File 'RFR 235732Reproductive Health Access QA 11.15.22': File 'RFR 235732Reproductive Health Access QA 11.15.22' added .
4	11/16/2022 03:15:03 PM	The Questions and Answers are now available. Attachment File Changes: Header 1. File 'RFR 235732Reproductive Health Access QA 11.15.22': File 'RFR 235732Reproductive Health Access QA 11.15.22' deleted . 2. File 'RFR235732-Reproductive Health Access Q and A 11.16.22': File 'RFR235732-Reproductive Health Access Q and A 11.16.22' added .
5	11/28/2022 09:26:48 AM	The most recent Question and Answers are now available. Attachment File Changes: Header 1. File 'RFR 235732-Reproductive Health Access Q and A 11.18.22': File 'RFR 235732-Reproductive Health Access Q and A 11.18.22' added .
6	01/31/2023 02:36:35 PM	The Intend to Award notice is now available. Attachment File Changes: Header 1. File '235732 Repro Health Access Intent to Award': File '235732 Repro Health Access Intent to Award' added . 2. File 'Abortion RFR bidders conference slides ': Order changed from "0" to "8". 3. File 'RFR235732-Reproductive Health Access Q and A 11.16.22': Order changed from "0" to "7". 4. File 'RFR 235732-Reproductive Health Access Q and A 11.18.22': Order changed from "0" to "9".

Item Information

Item # 1: (00-00 - 00) The Massachusetts Department of Public Health MDPH Division of Child Adolescent Health and Reproductive Health seeks proposals from qualified vendors to provide services to support improvements in reproductive health access, infrastructure, and security. Sexual and reproductive health SRH services, including abortion care, as defined in this procurement, shall be voluntary, made available to all persons seeking services, and prioritized to low income persons. To be eligible for funding, applicants must be located in Massachusetts and fall into one of the following categories

U N S P S C Code: 00-00-00

Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:



