



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: June 6, 2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Arizona Family Health Partnership

**Project Title/Description:**

The Family Planning Program was enacted by Congress in 1970 to offer a broad range of effective family planning methods and services to low income individuals.

**Purpose:**

The purpose of the Family Planning Program is to assist in the operation of voluntary family planning services to aid individuals to freely determine the number and spacing of their children. This contract provides \$366,564 in Title X funding to continue to provide services to 3,250 unduplicated clients from 4/1/17-9/30/17. In addition, \$34,166 is provided for Chlamydia screening services.

**Procurement Method:**

Grant award from AFHP

**Program Goals/Predicted Outcomes:**

Goal: Improve pregnancy planning and spacing; prevent unintended pregnancies.

- Increased awareness of the importance of preconception care
- Increased access to family planning services
- Decrease in unintended and teen pregnancy rates
- Decrease in STD rates

**Public Benefit:**

Access to family planning and reproductive health services are essential to reducing the personal and societal costs of unintended pregnancy and sexually transmitted diseases. For every \$1 spent on family planning services, \$7.09 in public expenditures is saved.

**Metrics Available to Measure Performance:**

- The full range of family planning methods is always available either on-site or by referral
- Appropriate screening is done for sexually transmitted diseases
- Follow up of positive screenings is done in accordance with the latest clinical guidelines
- Hours and locations ensure easy access by the target population
- Outreach and education is conducted on a regular basis
- Preconception counseling is done based on Title X recommendations

**Retroactive:**

Yes. Contract term begins April 1, 2017 but contract was not received from AFHP until April 29, 2017. Contract language was not finalized until May 11, 2017.

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BY

**Original Information**

Document Type: GTAW Department Code: HD Contract Number (i.e.,15-123): 17-76

Effective Date: 4/1/2017 Termination Date: 3/31/2018 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 400,730

Funding Source(s): Title X Federal funds via Arizona Family Health Partnership

Cost to Pima County General Fund: There is no unbudgeted cost to the general fund.

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: \_\_\_\_\_ 16 May 2017

Deputy County Administrator Signature/Date: \_\_\_\_\_ 5-19-2017

County Administrator Signature/Date: \_\_\_\_\_ 5/19/17  
(Required for Board Agenda/Addendum Items)

**ARIZONA FAMILY HEALTH PARTNERSHIP  
FAMILY PLANNING PROGRAM CONTRACT**

This ARIZONA FAMILY HEALTH PARTNERSHIP FAMILY PLANNING PROGRAM CONTRACT (the “*Contract*”) is entered into by and between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the “*Partnership*”), and **Pima County Health Department** (the “*Contractor*”). The Partnership or the Contractor may be referred to individually as the “*Party*” or collectively the “*Parties*”.

RECITALS

**WHEREAS**, the Partnership has received Grant # 5 FHPA096240-02-0 (the “*Grant*”) dated January 19, 2017, from the Office of Population Affairs (“*OPA*”) and the United States Department of Health and Human Services (“*DHHS*”), to provide family planning and related preventative health services to eligible clients in the State of Arizona;

**WHEREAS**, the Grant is made pursuant to Title X of the Public Health Service Act, 42 U.S.C. 300, et seq., as amended and program guidelines and requirements issued by DHHS and OPA (“*Title X*”). Title X authorizes federally funded grants “to assist in the establishment and operation of voluntary family planning projects, which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents).”

**WHEREAS**, the Contractor provides services that qualify for reimbursement under Title X.

**WHEREAS**, the Parties desire to provide for a sub-award of the Grant to reimburse the Contractor’s actual, allowable costs associated with providing the Family Planning Services, defined below.

AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, the Partnership and the Contractor agree as follows:

ARTICLE I  
TERM AND STATEMENT OF WORK

1.1 Term. The Contract will begin on **April 1, 2017 and terminates September 30, 2017**, unless earlier terminated or amended pursuant to Article VI (the “*Term*”).

1.2 Services and Standards. The Contractor will provide **3,250** unduplicated clients the comprehensive sexual and reproductive services identified in the AFHP Agency Health Center Report (the “*Family Planning Services*”), attached as Attachment 1. The Family Planning Services will be performed in strict compliance with Title X and:

1.2.1 The Contractor's Client Data Projections described in the Client Data Summary (“*Client Data Summary*”), attached as Attachment 2;

1.2.2 The Contractor’s total 2017-2018 Family Planning Program Budget (“*Budget*”), which includes all revenues and expenses for the Contractor’s Title X-funded site(s). The Budget is attached as Attachment 3.

1.2.3 Any Title X regulations, including 42 C.F.R. § 59 et seq. (the “***Title X Regulations***”). The current Title X Regulations are attached for reference as Attachment 4;

1.2.4 Program Requirements for Title X Funded Family Planning Projects (the “***Program Requirements***”) attached as Attachment 5;

1.2.5 OPA Program Policy Notices (“***Program Notices***”) attached as Attachment 6;

1.2.6 The Partnership’s Title X Program Standards and Policy Manual (the “***Manual***”), attached as Attachment 7; and

1.2.7 All other applicable federal and State laws and regulations.

1.3 Related Preventive Health Services. The Contractor will ensure clients have access to related and other preventive health services on-site or by referral (“***Related Preventative Health Services***”). Related Preventive Health Services are beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy: examples include breast and cervical cancer screening, screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis. The Contractor’s employees and agents will be trained and equipped to offer these services onsite or by referral.

1.4 Subcontractors. The Contractor will submit a list of any subcontractors and/or independent consultants providing Family Planning Services within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Each will be attached as Attachment 8. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the Program Requirements, the Manual, Program Notices, and any other applicable laws and requirements.

## ARTICLE II REIMBURSEMENT

2.1 Reimbursement. The Partnership will reimburse a portion of the Contractor’s Budget for properly documented and allowable costs to provide the Family Planning Services (“***Reimbursement***”). The total Reimbursement payments by the Partnership will not exceed **\$366,564** (“***Reimbursement Award***”). The Contractor will not receive any Reimbursement until it identifies in writing and submits to the Partnership the source and allocation of an additional **\$366,564** (“***Contractor Contribution***”) to satisfy its Budget, contingent upon availability of Pima County general funds. The Contractor Contribution must: (i) be from non-Federal funds, excluding Title V; (ii) be allowable by Federal regulations; (iii) cannot be used by more than one project; and (iv) must be auditable. The Contractor Contribution may include third party payments for Family Planning Services and patient collection fees, donations, Title V (MCH Block Grant) funds, local and State government contributions, agency in-kind and agency contributions. Reimbursement is contingent on: (i) the Contractor’s satisfactory performance of the Family Planning Services and terms of this Contract, which determination will be in the Partnership’s sole discretion; and (ii) the Partnership’s receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period.

2.1.1 Reduction of Reimbursement Award. If Contractor provides Family Planning Services for less than 100%, but at least 97% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the Contractor will earn the full Reimbursement Award, provided

that the Contractor Contribution are expended in full and that the Contractor's total Title X family planning revenue equals the total cost of providing the Family Planning Services. If the Contractor serves less than 97% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the base Reimbursement will be reduced by \$112 for each client below the 97% threshold.

2.2 Reporting and Reimbursement Procedure. On a monthly or quarterly basis, the Contractor will submit the Arizona Family Health Partnership Request for Title X Contract Funds Form (the "**Reimbursement Request**") to the Partnership, indicating the total funds used during that period. The Reimbursement Request is attached as Attachment 9. Within 30 days of receipt and approval of the Reimbursement Request and quarterly financial report as described in 2.2.2 by the Partnership, the Partnership will pay the Reimbursement. If the Contractor fails to deliver the Reimbursement Request or the following reports at the appropriate times, or otherwise comply with the terms of this Contract, the Partnership may, upon reasonable notice, suspend Reimbursement until such reports are delivered to and approved by the Partnership:

2.2.1 Encounter Data Report. The Contractor will submit encounter data through the Partnership's Centralized Data System (CDS) on at least a monthly basis, no later than 15 days after the end of each month. Encounter data elements and format are described in the Partnership's Data Manual, Submission Guidelines and Codebook, as defined in the Manual.

2.2.2 Financial Reports. The Contractor will submit monthly or quarterly financial reports through the Partnership's Program Information Management System (PIMS). The Contractor will furnish the Partnership with reports of its revenues and costs by the 25<sup>th</sup> of the month following the end of each calendar quarter. If the 25<sup>th</sup> falls on a weekend or holiday, the report will be due on the next business day.

2.2.3 Ad Hoc Reports. The Contractor will submit additional statistical or program information as requested or required by DHHS.

2.3 Limitations on use of Reimbursement. The Contractor will not use Reimbursement for any costs disallowed by Title X, the Partnership, DHHS, or other appropriate federal officials ("**Disallowed Costs**"), which may include but are not limited to:

2.3.1 Costs to perform abortions or to supplant any funds used to perform abortion;

2.3.2 Costs to perform sterilization or to supplant any fund used to perform sterilization;

2.3.3 Indirect costs over 15% of the total program direct cost. (To charge indirect costs, the Contractor must submit a current Federally approved Indirect Rate letter or be limited to the de minimis indirect cost rate defined in CFR 200.414);

2.3.4 Salaries over the current Executive Level II of the Federal Executive Pay Scale. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. A Contractor may pay an individual's salary amount in excess of the salary cap with non-federal funds.

2.3.5 Those used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislative itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

2.3.6 Costs for salary or expenses of any Grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulations administrative Actions, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for formal and recognized executive–legislative relationships or participation by any agency or office of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government; or

2.3.7 Advocating or promoting gun control.

2.4 Return of Disallowed Costs and Appeal. If the Partnership determines that the Contractor has spent Reimbursement funds on Disallowed Costs, the Contractor will remit to the Partnership any such amounts. If the Contractor fails to remit such amounts within 30 days of notice of the Disallowed Costs from the Partnership, the Partnership may offset such amount against future funding obligations by the Partnership or take other action available to it under law to reclaim such amount. If DHHS disallows any cost incurred by the Contractor under this Contract, at the Contractor’s request, the Partnership may pursue appropriate administrative appeals to DHHS. In the event the Partnership elects to pursue such administrative appeals, the Contractor will pay into an escrow account such amount as the Partnership deems appropriate to cover the Disallowed Costs and appeal costs, including attorney’s fees and interest penalties. The Contractor agrees to cooperate fully with the Partnership in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld from Reimbursement until the questions are resolved. The Partnership will make Reimbursement of all otherwise properly documented and allowable costs not in question.

2.5 Reallocation. Should the Contractor fail to expend its Reimbursement Award, the Partnership may reallocate the Reimbursement Award to ensure that funds are expended efficiently. The Partnership will review the Contractor’s Budget at the beginning of the last quarter of the Term, and upon determination that the Reimbursement Award is not being expended efficiently or will not be expended fully during the Term, the Partnership may, in its sole discretion, reallocate all or a portion of the remaining Reimbursement Award to another organization. The Contractor may not carry over any non-obligated portions of its Reimbursement Award to the next grant or contract period.

2.6 IHS Funding. Clients receiving Family Planning Services under IHS/638 are considered uninsured, as defined by 45 CFR Part 75.2. IHS funding is not considered program income and the Contractor is not required to directly document the level of support coming from the 638 award.

ARTICLE III  
THE CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Partnership the matters set forth in this Article III.

3.1 Title X System. The Contractor has had the opportunity to review the Title X Regulations, Program Requirements, and Manual, and fully understands the Partnership's and Title X requirements for receiving Reimbursement. Contractor has also reviewed the 2017 Title X Program Priorities and Key Issues, as provided by DHHS. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify the Partnership in writing.

3.3 HIPAA Compliance. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and the Partnership. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

#### ARTICLE IV COVENANTS

4.1 Compliance with Laws, Regulations, Manual, and Program Requirements. The Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, Program Notices, and the Program Requirements, which are incorporated as material terms of this Contract. As a recipient of federal funds, the Contractor is also required comply with other laws and regulations. The following is a non-exclusive list of other laws and regulations by which the Contractor will abide:

4.1.1 The Contractor's purchase, use and disposition of property, equipment and supplies is governed by, 2 CFR Part 200.310-316 and 45 CFR Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 CFR Part 170);

4.1.3 2 CFR Part 200 or 45 CFR 75 (DHHS Grants Administration regulations), as applicable;

4.1.4 United States Generally Accepted Accounting Principles ("U.S. GAAP");

4.1.5 The Consolidated Appropriations Act, 2012 (Public Law 112-74), enacted December 23, 2011, all subsequent Continuing Resolutions for FY 2016, and Continuing Resolution(s) thus far for FY 2017; and

4.1.6 All applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Family Planning Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of the Partnership. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of the Partnership and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from the Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of and Access to Records; Audit.

4.4.1 The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract for a period of at least three (3) years from the date of the Partnership submission of the annual financial report covering the Reimbursement awarded hereunder, or such other period as may be specifically required by 2 CFR Part 200.333 and 45 CFR Part 75.361, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations.

4.4.2 The Contractor will make available to the Partnership, DHHS, The Comptroller General, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the Contractor's facility and to the Contractor's personnel for interview and discussion related to such documents. The Contractor will, upon request, transfer certain records to the custody of the Partnership or DHHS.

4.4.3 The Contractor agrees to permit the Partnership and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements. If the Partnership identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning



Services, the Partnership will notify the Contractor of such deficiencies. The Partnership, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, the Partnership may grant the Contractor a reasonable time period to correct or eliminate such deficiencies; provided that in no case will the time allowed exceed twelve (12) months from the day of notice of the deficiency.

4.4.4 At the end of each of the Contractor's fiscal years, the Contractor will have an external audit performed, including of its Reimbursement, in accordance with the provisions of OMB Circular A-133 for a single audit, if applicable, and U.S. GAAP. Non-governmental contractors Audit will be conducted in accordance with 2 CFR part 200 sub Part F. The Contractor will provide to the Partnership the Contractor's financial statements and auditors' reports within 30 days of receipt of such reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to the Partnership must contain all financial statements, footnotes, schedule of federal financial assistance, auditor's opinion on the financial statements and schedule, all reports on internal controls and compliance, a copy of the management letter from the Contractor's audit firm, and a copy of any responses to the management letter or findings. If a corrective action plan is required, the Partnership reserves the right to request additional information regarding the corrective action plan, if any. The Contractor agrees to promptly implement such corrective action plan, including any recommendation made by the Partnership.

4.5 Litigation. The Contractor will notify the Partnership within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Family Planning Services or Reimbursement, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

4.6 Property Records. The Contractor will maintain adequate records of any property, inventory, and maintenance procedures for items purchased with Reimbursement funds. The Contractor will be responsible for replacing or repairing Equipment for which it is accountable under this Contract if lost, damaged or destroyed due to the negligence on the part of the Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of the Partnership or DHHS. The Partnership may require the transfer of property acquired with funds awarded under this Contract as provided for in 2 CFR Part 200.312 and 45 CFR 75.319. Records for real property and Equipment acquired with the Reimbursement will be retained for three (3) years after the final disposition. For the purpose of this Contract, "**Equipment**" is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5,000 or more, unless the Contractor uses a lower limit. If required by the Partnership, Contractor shall submit a list with the required elements from CFR Part 200.313 and 45 CFR part 75.320, as applicable, of all such Equipment to the Partnership.

4.7 340B Drug Pricing Program. If the Contractor enrolls in the 340B Drug Pricing Program, the Contractor must comply with all 340B program requirements. The Contractor may be subject to audit at any time regarding 340B program compliance. 340B program requirements are available at <http://www.hrsa.gov/opa/programrequirements/>, and incorporated herein by this reference.

4.8 Required Meetings. The Contractor must participate in three (3) meetings with the Partnership held during the Term of this Contract. The Contractor's staff attending such meetings must be persons with managerial responsibilities related to the Contract and must attend a minimum of two meetings in person. Staff may participate in the remainder of the meetings by teleconference or webinar.

Additionally, one family planning clinician must attend a clinician training that will coincide with one of the in-person meetings.

ARTICLE V  
INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the Contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachment 10. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1, and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless the Partnership and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to the DHHS or other agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Contract.

ARTICLE VI  
TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Section 1.1, unless earlier terminated pursuant to the terms of this Section. Upon termination: (i) the Contractor will return to the Partnership any unencumbered balance of cash disbursed under this Contract; and (ii) all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract will, at the option of the Partnership, become the Partnership's property or be disposed of in accordance with the Partnership's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Delegate Closeout Checklist, as defined in the Manual.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to the Partnership signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing the Partnership with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract.

6.1.2 Termination by the Partnership. The Partnership may terminate this Contract or suspend Reimbursement, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. The Partnership may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. As of January 19, 2017, the Partnership has been informed by DHHS that the Grant provides funding through September 30, 2017. However, the Partnership has also been informed by DHHS that such funding may be subject to adjustment in the Fiscal Year 2017 U.S. Federal appropriation process. Thus, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom the Partnership may pay or distribute monies to under this Contract), whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered ("***DHHS Funding Termination Date***"). Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the

Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.1.4 Termination due to Non-Appropriation. Notwithstanding any other provisions in this Contract, this Contract may be terminated by the Partnership if the Contractor's governing body does not appropriate the Contractor Contribution or other sufficient monies to provide the Family Planning Services. In such an event, the Contractor will notify the Partnership of its inability to appropriate the requisite funds and the Partnership may, at its discretion, terminate this Contract.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If the Partnership obtains additional Grant funding for periods after September 30, 2017, the Contractor may request to extend the Term by updating the annual application forms and submit them through the Partnership's Program Information Management System (PIMS). Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Family Planning services, provided that the Contractor will notify the Partnership, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a Title X clinic site location.

6.2.3 The Contractor must submit written requests for any change in the Family Planning Services including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, and Budget. The Partnership will determine whether changes require Contract revision or amendment.

6.2.4 The Contractor must submit Budget modification requests within 30 days for prior approval by the Partnership in the following instances: (i) The Contractor requires allocations of additional funds beyond the specified base amount; (ii) the Contractor wishes to reduce the Reimbursement Award; and (iii) the Contractor provides changes to the Budget representing a variance of 10% of any individual Budget category.

6.2.5 Changes in policies, procedures, and/or forms related to the Family Planning Services must be submitted in writing to the Partnership for approval prior to implementation.

6.2.6 Within 15 days of change, the Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Family Planning Services program directors.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and the Partnership retains the authority to contract with other Parties for the delivery of Family Planning Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Family Planning Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Family Planning Services do not contain information that is contrary to Title X, the Manual, or to accepted clinical practice. Federal and Partnership grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing the Partnership to the Partnership for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "**publication**" is defined to include computer software. Any such copyrighted materials will be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and the Partnership to reproduce, publish, or otherwise use such materials for Federal or the Partnership purposes and to authorize others to do so, as allowed by law.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances which may result in a misappropriation of the Reimbursement). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to the Partnership will be addressed to:  
Chief Executive Officer  
Arizona Family Health Partnership  
3101 N. Central Avenue  
Suite 1120  
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:  
Erica L. Smith  
Program Manager, Sr.  
Pima County Health Department  
3950 S. Country Club Rd.  
Suite 100  
Tucson, AZ 85714

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith

efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

**CONTRACTOR:**

**PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sharon Bronson

Brenda L. Thomas, MPA

Chair, Board of Supervisors

Chief Executive Officer

Pima County

Arizona Family Health Partnership

86-6000543  
Contractor ID Number (EIN)

\_\_\_\_\_  
Date

Nine Digit DUNS#: 144733792

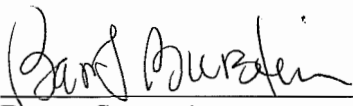
DUNS Registered Name: Pima County

\_\_\_\_\_  
Date

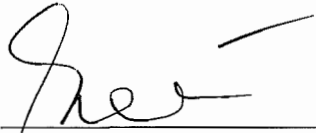
ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

REVIEWED BY:

  
\_\_\_\_\_  
Pima County Health Department

**ADDENDUM TO THE ARIZONA FAMILY HEALTH PARTNERSHIP  
FAMILY PLANNING PROGRAM CONTRACT**

The following additional terms and conditions are added as part of the Arizona Family Health Partnership Family Planning Program Contract (the “*Contract*”) dated \_\_\_\_\_, between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the “*Partnership*”), and **Pima County Health Department** (the “*Contractor*”). The Partnership or the Contractor may be referred to individually as the “*Party*” or collectively the “*Parties*”. This addendum to the Contract is referred to as this “*Addendum*”.

RECITALS

**WHEREAS**, the Partnership has received Grant # ADHS17-00006489 (the “*Chlamydia Grant*”) dated January 19, 2017, from the Arizona Department of Health Services (“*ADHS*”),

**WHEREAS**, the Chlamydia Grant provides funds to the Partnership for chlamydia screening services, which include testing and counseling (“*Chlamydia Screening Services*”), to sexually active female clients 24 years of age and younger (“*Target Population*”);

**WHEREAS**, the Contractor provides Chlamydia Screening Services; and

**WHEREAS**, the Parties desire to provide for a sub-award of the Chlamydia Grant to the Contractor for its performance of the Chlamydia Screening Services.

AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, the Partnership and the Contractor agree as follows:

1. Term. This Addendum will apply on **April 1, 2017 and terminate September 30, 2017**, unless earlier terminated or amended pursuant the terms of the Contract (the “*Addendum Term*”).

2. Services and Standards. The Contractor will provide Chlamydia Screening Services to clients in the Target Population in accordance with the Center for Disease Control’s 2015 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/tg2015/chlamydia.htm>). Contractor will participate in meetings and monitoring activities required by the Partnership.

3. Consideration. The Partnership will pay the Contractor **\$12.40** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “*Chlamydia Test*”) for uninsured clients in the Target Population. The Partnership will make such payment for Chlamydia Tests performed by the Contractor on a quarterly basis.

4. Performance Incentive Compensation. The total number of unique clients in the Target Population who are seen by the Contractor during the Addendum Term will be referred to as the “*Total Clients*”. At the end of the Addendum Term the Partnership will pay the Contractor:



4.1 **\$1** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 56% but not greater than 65% of the Total Clients; and

4.2 **\$2.50** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 66% but not greater than 75% of the Total Clients; and

4.3 **\$4.50** for each Chlamydia Test that brings the total number of Chlamydia Tests performed during the Term equal to or greater than 76% of the Total Clients.

For example, if the Contractor has provided Chlamydia Screening Services to 100 Total Clients and performs 76 Chlamydia Tests, the Partnership will pay the Contractors \$10 (per 4.1), \$25 (per 4.2), and \$4.50 (per 4.3) for a total performance incentive compensation of \$39.50. Such amounts will be in addition to the \$12.40 for each Chlamydia Test performed for uninsured clients in the Target Population, per Section 3.

5. Payment of Consideration. The total maximum consideration payable to the Contractor pursuant to this Addendum is **\$34,166**. Any payment specified to be made quarterly will be made within 30 days of receipt and approval of any Reimbursement Request and accompanying encounter data required by the Contract for the relevant quarter. Any payment specified to be made at the expiration of the Addendum Term will be made within 30 days of receipt of the last Reimbursement Request and accompany encounter data required by the Contract, due after the expiration of the Addendum Term. Payment of any amounts under this Addendum is contingent on:

5.1 The Contractor providing the above-mentioned Reimbursement Request and accompanying encounter data;

5.2 The Contractor providing sufficient records of the Chlamydia Screening Services provided by the Contractor, including completed "**Management Logs**", in the form attached as **Addendum Attachment 1**. The initial Management Logs will be due on April 30, 2017. The quarterly Management Logs will be due on or before July 21, 2017, and October 20, 2017 respectively;

5.3 The Contractor's satisfactory performance of the Chlamydia Screening Services, in the Partnership's sole determination; and

5.4 The Partnership's receipt of the Chlamydia Grant.

6. ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Chlamydia Grant funds and the Contractor meets such conditions and requirements. The Contractor's staff has adequate training to provide the Chlamydia Screening Services and is able to perform the Chlamydia Screening Services and meet all performance and reporting requirements required by ADHS and the Partnership.

7. Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Addendum Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Chlamydia Screening Services.

8. Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Chlamydia Screening Services and this Contract for a period of at least three (3) years from termination of the Addendum Term unless longer required by ADHS or applicable law. If an audit, litigation, or other action involving the records associated with Chlamydia Screening Services is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to the Partnership, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit the Partnership and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Chlamydia Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

9. Litigation. The Contractor will notify the Partnership within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action involving the Chlamydia Screening Services, occurring during the Addendum Term or within four (4) years after the expiration of the Addendum Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Addendum Term, whichever is later.

10. Indemnification. In addition to the indemnifications provided in the Contract, and to the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the Partnership is required to pay to ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform Chlamydia Screening Services in accordance with this Addendum or, local, state, or federal laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Addendum.

11. Nonexclusivity. That this Addendum is nonexclusive in nature, and the Partnership retains the authority to contract with other Parties for the delivery of Chlamydia Screening Services in the Contractor's geographic area.

12. Governing Law. Any action relating to this Addendum will be brought in a court of the State of Arizona in the county in which the Chlamydia Screening Services are provided, unless otherwise prohibited by prevailing federal law.

13. Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Chlamydia Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Chlamydia Grant support must be acknowledged in any publication.

14. Contract. The Contract remains in full force and effect. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum will govern for matters related to the Chlamydia Screening Services. The terms of the Contract will govern in all other cases.

15. Severability. If any provision of this Addendum is declared void or unenforceable, such provision will be deemed severed from this Addendum, which will otherwise remain in full force and

effect. If any provision of this Addendum is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

16. Execution. This Addendum will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Addendum may be executed in two or more identical counterparts, by manual or electronic signature.

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute and deliver this Addendum on the Date provided below.

**CONTRACTOR:**

**PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sharon Bronson

Brenda L. Thomas, MPA

Chair, Board of Supervisors

Chief Executive Officer

Pima County

Arizona Family Health Partnership

86-6000543

\_\_\_\_\_  
Contractor ID Number (EIN)

\_\_\_\_\_  
Date

Nine Digit DUNS#: 144733792

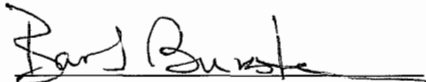
DUNS Registered Name: Pima County

\_\_\_\_\_  
Date

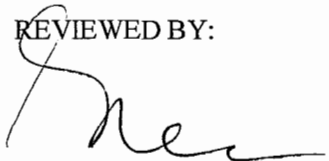
ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

REVIEWED BY:

  
\_\_\_\_\_  
Pima County Health Department



## AFHP AGENCY HEALTH CENTER REPORT

**Agency Name :** Pima County Health Department  
**Grant Name:** ARIZONA GRANT  
**Revised Date :** 02/28/2017  
**Date :** 03/16/2017

Name	Address	Office Hours	Clinic Hours	Number of Clients	Status	Applied Years
<b>Theresa Lee Public Health Center</b>	<b>Address :</b> 1493 W. Commerce Court <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85746 <b>Phone Number :</b> 5207247900	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	2665	Opened	2015, 2016, 2017, 2018
<b>South Clinic</b>	<b>Address :</b> 175 W. Irvington <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5202942026	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM		Closed (31st December, 2015)	2014, 2015, 2018
<b>North Clinic</b>	<b>Address :</b> 3550 N. 1st Ave., STE 300 <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85719 <b>Phone Number :</b> 5207242880	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	3445	Opened	2014, 2015, 2016, 2017, 2018

Attachment 1

<b>Mobile Unit - Special Events</b>	<b>Address :</b> 3950 S. Country Club Rd <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5207243905	Monday - to Tuesday - to Wednesday - to Thursday - to Friday - to Saturday - to Sunday - to	Monday - to Tuesday - to Wednesday - to Thursday - to Friday - to Saturday - to Sunday - to	65	Opened	2014, 2015, 2016, 2017, 2018
<b>Mobile - Highschools</b>	<b>Address :</b> 3950 S. Country Club Rd <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5207243905	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Wednesday - 01:30 PM to 04:00 PM Thursday - 12:00 PM to 04:00 PM Friday - 01:30 PM to 04:00 PM	325	Opened	2014, 2015, 2016, 2017, 2018
<b>East Clinic</b>	<b>Address :</b> 6920 E. Broadway, STE E & A <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85710 <b>Phone Number :</b> 5207249660	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM		Closed (30th November, 2015)	2014, 2015, 2018

**Agency Health Center Proposed Service Report**

**Level of service provided :** 1=Service Provided, 2=Referral Provided, 3=Service Not Provided & Referral Not Provided.

**Grant Name :** ARIZONA GRANT

**Proposed Year :** 2017

Services	Name of Health Centers			
	Mobile - Highschools	Mobile Unit - Special Events	North Clinic	Theresa Lee Public Health Center
1) Contraceptive Services				
1. Client Education and Counseling				
1.1. Pregnancy Prevention	1	1	1	1
1.2. Pregnancy Achievement	1	2	1	1
2. Fertility Regulation (Birth Control Methods)				
2.1. Male Condom	1	1	1	1
2.2. Oral Contraceptives	1	1	1	1
2.3. Injectables (Depo-Provera)	1	1	1	1
2.4. IUD without Hormones (ParaGard)	2	2	1	1
2.5. IUD with Hormones (Mirena, Skyla)	2	2	1	1
2.6. Vaginal Ring (NuvaRing)	1	1	1	1

## Attachment 1

2.7. Emergency Contraception	1	1	1	1
2.8. Patch (Evra)	2	2	2	2
2.9. Spermicide (Foams, Films, Suppositories)	1	1	3	3
2.10. Cervical Cap/Diaphragm	2	2	1	1
2.11. Sponge	2	2	2	2
2.12. Female Condom	2	2	2	2
2.13. Natural Family Planning/Fertility Awareness/Lactational Amenorrhea	1	1	1	1
2.14. Abstinence Education	1	1	1	1
2.15. Implant (Nexplanon)	1	2	1	1
2) Pregnancy Testing and Options Counseling	1	1	1	1
3) Basic Infertility Services for Men				
1. Sexual History	1	1	1	1
2. Medical History/Family History	1	1	1	1
3. Reproductive History	1	1	1	1
4. Physical Exam	1	2	1	1
5. Semen Analysis	2	2	2	2
6. Further Diagnosis	2	2	2	2
4) Basic Infertility Services for Women				
1. Sexual History	1	1	1	1
2. Medical History/Family History	1	1	1	1
3. Reproductive History	1	1	1	1
4. Physical Exam	1	2	1	1
5. Further Diagnosis	2	2	2	2
5) Preconception Health Screening, Counseling and Education				
1. Intimate Partner Violence	1	1	1	1
2. Alcohol And Other Drug Use	1	1	1	1
3. Tobacco Use	1	1	1	1
4. Immunization Status	1	1	1	1
5. BMI	1	1	1	1
6. Blood Pressure	1	1	1	1
7. Diabetes	2	2	1	1
6) Sexually Transmitted Infection Testing				
1. Chlamydia	1	1	1	1
2. Gonorrhea	1	1	1	1
3. Syphilis	1	1	1	1
4. Herpes	1	1	1	1
5. Hepatitis C for High Risk Populations	2	2	2	2
6. HIV	1	1	1	1
7) Sexually Transmitted Infection Treatment				
1. Chlamydia	1	1	1	1
2. Gonorrhea	1	1	1	1
3. Syphilis	1	1	1	1
4. Herpes	1	1	1	1
5. Hepatitis C for High Risk Populations	2	2	2	2
6. HIV	2	2	2	2
8) Related Preventative Health Services				

Attachment 1

1. Clinical Breast Exam as Indicated	2	2	1	1
2. Pelvic Exam as Indicated	2	2	1	1
3. Cervical Cytology with HPV Testing as Indicated	1	1	1	1
4. Genital Exam as Indicated	2	2	1	1
9) Other Preventive Health Services				
1. Other specify				
2. Other specify				
3. Other specify				
4. Other specify				





## AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### 2017 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Mobile - Highschools  
**Name of Person filling out form:** Richard Wascher  
**Date:** 03/16/2017  
**Revision Date:** 03/15/2017

Title X Family Planning Users:

Unduplicated Female Users : 169  
 Unduplicated Male Users : 156  
**\*\*Total Unduplicated Females & Males : 325**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 325  
 Total Unduplicated Teens : 325

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 325  
 Between 101 and 138% : 0  
 Between 139 and 200% : 0  
 Between 201 and 250% : 0  
 At or above 251% : 0  
**\*\*Total Unduplicated clients by FPL % : 325**

Total Number of Visits by CPT Code	Females	Males	Total
99201	64	23	87
99202	3		3
99203			
99204			
99205			
99211	45	57	102
99212	108	107	215
99213	9		9
99214			
99215			
Total Number of Client Visits*:	229	187	416

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

**2017 CLIENT DATA - SUMMARY**

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Mobile Unit - Special Events  
**Name of Person filling out form:** Richard Wascher  
**Date:** 03/16/2017  
**Revision Date:** 03/15/2017

Title X Family Planning Users:

Unduplicated Female Users : 39  
 Unduplicated Male Users : 26  
**\*\*Total Unduplicated Females & Males : 65**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 22  
 Total Unduplicated Teens : 22

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 65  
 Between 101 and 138% : 0  
 Between 139 and 200% : 0  
 Between 201 and 250% : 0  
 At or above 251% : 0  
**\*\*Total Unduplicated clients by FPL % : 65**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	24	20	44
99202	2	5	7
99203			
99204			
99205			
99211	18	7	25
99212			
99213			
99214			
99215			
<b>Total Number of Client Visits*:</b>	<b>44</b>	<b>32</b>	<b>76</b>

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### 2017 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** North Clinic  
**Name of Person filling out form:** Richard Wascher  
**Date:** 03/16/2017  
**Revision Date:** 03/15/2017

Title X Family Planning Users:

Unduplicated Female Users : 2756  
 Unduplicated Male Users : 689  
**\*\*Total Unduplicated Females & Males : 3445**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 551  
 Total Unduplicated Teens : 551

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 2584  
 Between 101 and 138% : 413  
 Between 139 and 200% : 241  
 Between 201 and 250% : 69  
 At or above 251% : 138  
**\*\*Total Unduplicated clients by FPL % : 3445**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	456	255	711
99202	199	80	279
99203	18	3	21
99204	2	2	4
99205			
99211	1417	248	1665
99212	1236	174	1410
99213	340	28	368
99214	32	2	34
99215	1		1
<b>Total Number of Client Visits*:</b>	<b>3701</b>	<b>792</b>	<b>4493</b>

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### 2017 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Theresa Lee Public Health Center  
**Name of Person filling out form:** Richard Wascher  
**Date:** 03/16/2017  
**Revision Date:** 03/15/2017

Title X Family Planning Users:

Unduplicated Female Users : 1945  
 Unduplicated Male Users : 720  
 \*\*Total Unduplicated Females & Males : 2665

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 453  
 Total Unduplicated Teens : 453

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1999  
 Between 101 and 138% : 320  
 Between 139 and 200% : 213  
 Between 201 and 250% : 53  
 At or above 251% : 80  
 \*\*Total Unduplicated clients by FPL % : 2665

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	1113	350	1463
99202	140	72	212
99203	5	1	6
99204			
99205			
99211	774	133	907
99212	1379	312	1691
99213	347	57	404
99214	9	2	11
99215			
Total Number of Client Visits*:	3767	927	4694

\* Duplicated clients numbers are okay

\*\*Must be the same number between \*\*Total Unduplicated Females & Males with \*\*Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



## AFHP AGENCY ANNUAL EXPENSES BUDGET REPORT

Agency Name: Pima County Health Department  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Richard Wascher  
 Date: 03/16/2017  
 Revised Date: 02/16/2017  
 Reporting Period: Annual Budget (April 1, 2017 - March 31, 2018)

### Annual Budget Form 2017 : Expenses Summary

EXPENSES	2016 Budget	2017 Title X Funds	2017 Non Title X Funds	2017 Total Program Budget
1. Personnel	\$1114201.62	\$538194.90	\$423645.98	\$961840.88
2. Fringe Benefits	\$369633.26	\$181479.31	\$143074.75	\$324554.06
3. Travel	\$7500.00	\$7500.00	\$0.00	\$7500.00
4. Equipment	\$1000.00	\$0.00	\$0.00	\$0.00
5. Supplies	\$259633.62	\$5953.79	\$35095.37	\$41049.16
6. Contractual	\$129075.00	\$0.00	\$18000.00	\$18000.00
7. Occupancy	\$130697.00	\$0.00	\$63000.00	\$63000.00
8. Other	\$11350.00	\$0.00	\$0.00	\$0.00
9. Indirect	\$66409.00	\$1.00	\$50312.90	\$50313.90
<b>TOTAL EXPENSES</b>	<b>\$2089499.50</b>	<b>\$733129.00</b>	<b>\$733129.00</b>	<b>\$1466258.00</b>

I certify that information in this budget proposal is correct to the best of my knowledge.

Completed By : Richard Wascher



## AFHP AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pima County Health Department  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Richard Wascher  
 Date: 03/16/2017  
 Revised Date: 02/16/2017  
 Reporting Period: Annual Budget (April 1, 2017 - March 31, 2018)

### Annual Budget Form 2017 : Revenue Summary

REVENUE	2016 Budget	2017 Title X Funds	2017 Non Title X Funds	2017 Total Program Budget
<b>1) Federal Grants</b>				
1. Title X - Base	\$680401.00	\$733129.00		\$733129.00
2. Bureau of Primary Health Care (BPHC)	\$0.00		\$0.00	\$0.00
3. Other Federal Grants (Specify)	\$0.00		\$0.00	\$0.00
4. Other Federal Grants (Specify)	\$0.00		\$0.00	\$0.00
5. Title X Additional Funds (Specify)	\$62000.00	\$0.00		\$0.00
<b>Sub Total of Federal Grants</b>	<b>\$742401.00</b>	<b>\$733129.00</b>	<b>\$0.00</b>	<b>\$733129.00</b>
<b>2) Payment For Services</b>				
1. Patient Collections/Fees	\$60000.00		\$82000.00	\$82000.00
<b>3) Third Party Payers</b>				
1. Medicaid (Title XIX)	\$15000.00		\$6000.00	\$6000.00
2. Medicare (Title XVIII)	\$0.00		\$0.00	\$0.00
3. Other public health insurance	\$0.00		\$0.00	\$0.00
4. Private health insurance	\$0.00		\$6000.00	\$6000.00
<b>Sub Total of Third Party Payers</b>	<b>\$15000.00</b>	<b>\$0.00</b>	<b>\$12000.00</b>	<b>\$12000.00</b>
<b>4) Other Sources</b>				
1. Title V (MCH Block Grant)	\$0.00		\$0.00	\$0.00
2. Local Government	\$1139429.50		\$520579.00	\$520579.00
3. State Government	\$0.00		\$0.00	\$0.00
4. Client Donations	\$35000.00		\$26000.00	\$26000.00
5. Agency In Kind	\$97669.00		\$92550.00	\$92550.00
6. Agency Contribution (Non-County agencies only)	\$0.00		\$0.00	\$0.00
7. Other (Specify)	\$0.00		\$0.00	\$0.00
<b>Sub Total of Other Sources</b>	<b>\$1272098.50</b>	<b>\$0.00</b>	<b>\$639129.00</b>	<b>\$639129.00</b>
<b>TOTAL REVENUE</b>	<b>\$2089499.50</b>	<b>\$733129.00</b>	<b>\$733129.00</b>	<b>\$1466258.00</b>

**Public Health Service, HHS**

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(2) The trainee is not eligible or able to continue in attendance in accordance with its standards and practices.

[45 FR 73658, Nov. 6, 1980. Redesignated at 61 FR 6131, Feb. 16, 1996]

**§ 58.232 What additional Department regulations apply to grantees?**

Several other Department regulations apply to grantees. They include, but are not limited to:

- 42 CFR part 50, subpart D—Public Health Service grant appeals procedure
- 45 CFR part 16—Procedures of the Departmental Grant Appeals Board
- 45 CFR part 46—Protection of human subjects
- 45 CFR part 74—Administration of grants
- 45 CFR part 80—Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of title VI of the Civil Rights Act of 1964
- 45 CFR part 81—Practice and procedure for hearings under part 80 of this title
- 45 CFR part 83—Regulation for the administration and enforcement of sections 794 and 855 of the Public Health Service Act
- 45 CFR part 84—Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance
- 45 CFR part 86—Nondiscrimination on the basis of sex in education programs and activities receiving or benefiting from Federal financial assistance
- 45 CFR part 91—Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
- 45 CFR part 93—New restrictions on lobbying

[49 FR 38116, Sept. 27, 1984. Redesignated and amended at 61 FR 6131, Feb. 16, 1996]

**§ 58.233 What other audit and inspection requirements apply to grantees?**

Each entity which receives a grant under this subpart must meet the requirements of 45 CFR part 74 concerning audit and inspection.

[61 FR 6131, Feb. 16, 1996; 61 FR 51020, Sept. 30, 1996]

**§ 58.234 Additional conditions.**

The Secretary may impose additional conditions in the grant award before or at the time of the award if he or she determines that these conditions are necessary to assure or protect the advancement of the approved activity,

the interest of the public health, or the conservation of grant funds.

[45 FR 73658, Nov. 6, 1980. Redesignated at 61 FR 6131, Feb. 16, 1996]

**Subparts E-F [Reserved]****PART 59—GRANTS FOR FAMILY PLANNING SERVICES****Subpart A—Project Grants for Family Planning Services**

- Sec.
- 59.1 To what programs do these regulations apply?
  - 59.2 Definitions.
  - 59.3 Who is eligible to apply for a family planning services grant?
  - 59.4 How does one apply for a family planning services grant?
  - 59.5 What requirements must be met by a family planning project?
  - 59.6 What procedures apply to assure the suitability of informational and educational material?
  - 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?
  - 59.8 How is a grant awarded?
  - 59.9 For what purposes may grant funds be used?
  - 59.10 What other HHS regulations apply to grants under this subpart?
  - 59.11 Confidentiality.
  - 59.12 Additional conditions.

**Subpart B [Reserved]****Subpart C—Grants for Family Planning Service Training**

- 59.201 Applicability.
- 59.202 Definitions.
- 59.203 Eligibility.
- 59.204 Application for a grant.
- 59.205 Project requirements.
- 59.206 Evaluation and grant award.
- 59.207 Payments.
- 59.208 Use of project funds.
- 59.209 Civil rights.
- 59.210 Inventions or discoveries.
- 59.211 Publications and copyright.
- 59.212 Grantee accountability.
- 59.213 [Reserved]
- 59.214 Additional conditions.
- 59.215 Applicability of 45 CFR part 74.

**Subpart A—Project Grants for Family Planning Services**

AUTHORITY: 42 U.S.C. 300a-4.

**§ 59.1**

SOURCE: 65 FR 41278, July 3, 2000, unless otherwise noted.

**§ 59.1 To what programs do these regulations apply?**

The regulations of this subpart are applicable to the award of grants under section 1001 of the Public Health Service Act (42 U.S.C. 300) to assist in the establishment and operation of voluntary family planning projects. These projects shall consist of the educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

**§ 59.2 Definitions.**

As used in this subpart:

*Act* means the Public Health Service Act, as amended.

*Family* means a social unit composed of one person, or two or more persons living together, as a household.

*Low income family* means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. For example, unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources.

*Nonprofit*, as applied to any private agency, institution, or organization, means that no part of the entity's net earnings benefit, or may lawfully benefit, any private shareholder or individual.

*Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

*State* includes, in addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Mid-

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way, Wake, *et al.*), the Marshall Islands, the Federated State of Micronesia and the Republic of Palau.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

**§ 59.3 Who is eligible to apply for a family planning services grant?**

Any public or nonprofit private entity in a State may apply for a grant under this subpart.

**§ 59.4 How does one apply for a family planning services grant?**

(a) Application for a grant under this subpart shall be made on an authorized form.

(b) An individual authorized to act for the applicant and to assume on behalf of the applicant the obligations imposed by the terms and conditions of the grant, including the regulations of this subpart, must sign the application.

(c) The application shall contain—

(1) A description, satisfactory to the Secretary, of the project and how it will meet the requirements of this subpart;

(2) A budget and justification of the amount of grant funds requested;

(3) A description of the standards and qualifications which will be required for all personnel and for all facilities to be used by the project; and

(4) Such other pertinent information as the Secretary may require.

**§ 59.5 What requirements must be met by a family planning project?**

(a) Each project supported under this part must:

(1) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including infertility services and services for adolescents). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of family planning services.

(2) Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and



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may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.<sup>1</sup>

(3) Provide services in a manner which protects the dignity of the individual.

(4) Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.

(5) Not provide abortion as a method of family planning. A project must:

(i) Offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:

(A) Prenatal care and delivery;

(B) Infant care, foster care, or adoption; and

(C) Pregnancy termination.

(ii) If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling.

(6) Provide that priority in the provision of services will be given to persons from low-income families.

(7) Provide that no charge will be made for services provided to any persons from a low-income family except to the extent that payment will be made by a third party (including a government agency) which is authorized to or is under legal obligation to pay this charge.

<sup>1</sup> Section 205 of Pub. L. 94-63 states: "Any (1) officer or employee of the United States, (2) officer or employee of any State, political subdivision of a State, or any other entity, which administers or supervises the administration of any program receiving Federal financial assistance, or (3) person who receives, under any program receiving Federal assistance, compensation for services, who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both."

(8) Provide that charges will be made for services to persons other than those from low-income families in accordance with a schedule of discounts based on ability to pay, except that charges to persons from families whose annual income exceeds 250 percent of the levels set forth in the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2) will be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

(9) If a third party (including a Government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts. 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.

(10)(i) Provide that if an application relates to consolidation of service areas or health resources or would otherwise affect the operations of local or regional entities, the applicant must document that these entities have been given, to the maximum feasible extent, an opportunity to participate in the development of the application. Local and regional entities include existing or potential subgrantees which have previously provided or propose to provide family planning services to the area proposed to be served by the applicant.

(ii) Provide an opportunity for maximum participation by existing or potential subgrantees in the ongoing policy decisionmaking of the project.

(11) Provide for an Advisory Committee as required by §59.6.

(b) In addition to the requirements of paragraph (a) of this section, each project must meet each of the following requirements unless the Secretary determines that the project has established good cause for its omission. Each project must:

(1) Provide for medical services related to family planning (including physician's consultation, examination prescription, and continuing supervision, laboratory examination, contraceptive supplies) and necessary referral

**§59.6**

to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices.

(2) Provide for social services related to family planning, including counseling, referral to and from other social and medical services agencies, and any ancillary services which may be necessary to facilitate clinic attendance.

(3) Provide for informational and educational programs designed to—

(i) Achieve community understanding of the objectives of the program;

(ii) Inform the community of the availability of services; and

(iii) Promote continued participation in the project by persons to whom family planning services may be beneficial.

(4) Provide for orientation and in-service training for all project personnel.

(5) Provide services without the imposition of any durational residency requirement or requirement that the patient be referred by a physician.

(6) Provide that family planning medical services will be performed under the direction of a physician with special training or experience in family planning.

(7) Provide that all services purchased for project participants will be authorized by the project director or his designee on the project staff.

(8) Provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.

(9) Provide that if family planning services are provided by contract or other similar arrangements with actual providers of services, services will be provided in accordance with a plan which establishes rates and method of payment for medical care. These payments must be made under agreements with a schedule of rates and payment procedures maintained by the grantee. The grantee must be prepared to substantiate, that these rates are reasonable and necessary.

(10) Provide, to the maximum feasible extent, an opportunity for participation in the development, implemen-

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tation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

**§ 59.6 What procedures apply to assure the suitability of informational and educational material?**

(a) A grant under this section may be made only upon assurance satisfactory to the Secretary that the project shall provide for the review and approval of informational and educational materials developed or made available under the project by an 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 Advisory Committee.

(b) The Advisory Committee referred to in paragraph (a) of this section shall be established as follows:

(1) *Size.* The Committee shall consist of no fewer than five but not more than nine members, except that this provision may be waived by the Secretary for good cause shown.

(2) *Composition.* The Committee shall include individuals broadly representative (in terms of demographic factors such as race, color, national origin, handicapped condition, sex, and age) of the population or community for which the materials are intended.

(3) *Function.* In reviewing materials, the Advisory Committee shall:

(i) Consider the educational and cultural backgrounds of individuals to whom the materials are addressed;

(ii) Consider the standards of the population or community to be served with respect to such materials;

(iii) Review the content of the material to assure that the information is factually correct;

(iv) Determine whether the material is suitable for the population or community to which is to be made available; and

**Public Health Service, HHS****§ 59.10**

(v) Establish a written record of its determinations.

**§ 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?**

(a) Within the limits of funds available for these purposes, the Secretary may award grants for the establishment and operation of those projects which will in the Department's judgment best promote the purposes of section 1001 of the Act, taking into account:

(1) The number of patients, and, in particular, the number of low-income patients to be served;

(2) The extent to which family planning services are needed locally;

(3) The relative need of the applicant;

(4) The capacity of the applicant to make rapid and effective use of the federal assistance;

(5) The adequacy of the applicant's facilities and staff;

(6) The relative availability of non-federal resources within the community to be served and the degree to which those resources are committed to the project; and

(7) The degree to which the project plan adequately provides for the requirements set forth in these regulations.

(b) The Secretary shall determine the amount of any award on the basis of his estimate of the sum necessary for the performance of the project. No grant may be made for less than 90 percent of the project's costs, as so estimated, unless the grant is to be made for a project which was supported, under section 1001, for less than 90 percent of its costs in fiscal year 1975. In that case, the grant shall not be for less than the percentage of costs covered by the grant in fiscal year 1975.

(c) No grant may be made for an amount equal to 100 percent for the project's estimated costs.

**§ 59.8 How is a grant awarded?**

(a) The notice of grant award specifies how long HHS intends to support the project without requiring the project to recompete for funds. This period, called the project period, will usually be for three to five years.

(b) Generally the grant will initially be for one year and subsequent continuation awards will also be for one year at a time. A grantee must submit a separate application to have the support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the grantee's progress and management practices, and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.

(c) Neither the approval of any application nor the award of any grant commits or obligates the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved application or portion of an approved application.

**§ 59.9 For what purpose may grant funds be used?**

Any funds granted under this subpart shall be expended solely for the purpose for which the funds were granted in accordance with the approved application and budget, the regulations of this subpart, the terms and conditions of the award, and the applicable cost principles prescribed in 45 CFR Part 74 or Part 92, as applicable.

**§ 59.10 What other HHS regulations apply to grants under this subpart?**

Attention is drawn to the following HHS Department-wide regulations which apply to grants under this subpart. These include:

37 CFR Part 401—Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements

42 CFR Part 50, Subpart D—Public Health Service grant appeals procedure

45 CFR Part 16—Procedures of the Departmental Grant Appeals Board

45 CFR Part 74—Uniform administrative requirements for awards and subawards to institutions of higher education, hospitals, other nonprofit organizations, and commercial organizations; and certain grants and agreements with states, local governments and Indian tribal governments

45 CFR Part 80—Nondiscrimination under programs receiving Federal assistance through the Department of Health and

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Human Services effectuation of Title VI of the Civil Rights Act of 1964  
 45 CFR Part 81—Practice and procedure for hearings under Part 80 of this Title  
 45 CFR Part 84—Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance  
 45 CFR Part 91—Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance  
 45 CFR Part 92—Uniform administrative requirements for grants and cooperative agreements to state and local governments

**§ 59.11 Confidentiality.**

All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.

**§ 59.12 Additional conditions.**

The Secretary may, with respect to any grant, impose additional conditions prior to or at the time of any award, when in the Department's judgment these conditions are necessary to assure or protect advancement of the approved program, the interests of public health, or the proper use of grant funds.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

**Subpart B [Reserved]****Subpart C—Grants for Family Planning Service Training**

AUTHORITY: Sec. 6(c), 84 Stat. 1507, 42 U.S.C. 300a-4; sec. 6(c), 84 Stat. 1507, 42 U.S.C. 300a-1.

SOURCE: 37 FR 7093, Apr. 8, 1972, unless otherwise noted.

**§ 59.201 Applicability.**

The regulations in this subpart are applicable to the award of grants pursuant to section 1003 of the Public Health Service Act (42 U.S.C. 300a-1) to

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provide the training for personnel to carry out family planning service programs described in sections 1001 and 1002 of the Public Health Service Act (42 U.S.C. 300, 300a).

**§ 59.202 Definitions.**

As used in this subpart:

(a) *Act* means the Public Health Service Act.

(b) *State* means one of the 50 States, the District of Columbia, Puerto Rico, Guam, the Virgin Islands, American Samoa, or the Trust Territory of the Pacific Islands.

(c) *Nonprofit* private entity means a private entity no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.

(d) *Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

(e) *Training* means job-specific skill development, the purpose of which is to promote and improve the delivery of family planning services.

**§ 59.203 Eligibility.**

(a) *Eligible applicants.* Any public or nonprofit private entity located in a State is eligible to apply for a grant under this subpart.

(b) *Eligible projects.* Grants pursuant to section 1003 of the Act and this subpart may be made to eligible applicants for the purpose of providing programs, not to exceed three months in duration, for training family planning or other health services delivery personnel in the skills, knowledge, and attitudes necessary for the effective delivery of family planning services: *Provided*, That the Secretary may in particular cases approve support of a program whose duration is longer than three months where he determines (1) that such program is consistent with the purposes of this subpart and (2) that the program's objectives cannot be accomplished within three months because of the unusually complex or specialized nature of the training to be undertaken.

[37 FR 7093, Apr. 8, 1972, as amended at 40 FR 17991, Apr. 24, 1975]

**Public Health Service, HHS****§ 59.206****§ 59.204 Application for a grant.**

(a) An application for a grant under this subpart shall be submitted to the Secretary at such time and in such form and manner as the Secretary may prescribe.<sup>1</sup> The application shall contain a full and adequate description of the project and of the manner in which the applicant intends to conduct the project and carry out the requirements of this subpart, and a budget and justification of the amount of grant funds requested, and such other pertinent information as the Secretary may require.

(b) The application shall be executed by an individual authorized to act for the applicant and to assume for the applicant the obligations imposed by the regulations of this subpart and any additional conditions of the grant.

(Sec. 6(c), Public Health Service Act, 84 Stat. 1506 and 1507 (42 U.S.C. 300, 300a-1, and 300a-4))

[37 FR 7093, Apr. 8, 1972, as amended at 49 FR 38116, Sept. 27, 1984]

**§ 59.205 Project requirements.**

An approvable application must contain each of the following unless the Secretary determines that the applicant has established good cause for its omission:

(a) Assurances that:

(1) No portion of the Federal funds will be used to train personnel for programs where abortion is a method of family planning.

(2) No portion of the Federal funds will be used to provide professional training to any student as part of his education in pursuit of an academic degree.

(3) No project personnel or trainees shall on the grounds of sex, religion, or creed be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the project.

<sup>1</sup> Applications and instructions may be obtained from the Program Director, Family Planning Services, at the Regional Office of the Department of Health and Human Services for the region in which the project is to be conducted, or the Office of Family Planning, Office of the Assistant Secretary for Health, Washington, DC 20201.

(b) Provision of a methodology to assess the particular training (e.g., skills, attitudes, or knowledge) that prospective trainees in the area to be served need to improve their delivery of family planning services.

(c) Provision of a methodology to define the objectives of the training program in light of the particular needs of trainees defined pursuant to paragraph (b) of this section.

(d) Provision of a method for development of the training curriculum and any attendant training materials and resources.

(e) Provision of a method for implementation of the needed training.

(f) Provision of an evaluation methodology, including the manner in which such methodology will be employed, to measure the achievement of the objectives of the training program.

(g) Provision of a method and criteria by which trainees will be selected.

**§ 59.206 Evaluation and grant award.**

(a) Within the limits of funds available for such purpose, the Secretary may award grants to assist in the establishment and operation of those projects which will in his judgment best promote the purposes of section 1003 of the Act, taking into account:

(1) The extent to which a training program will increase the delivery of services to people, particularly low-income groups, with a high percentage of unmet need for family planning services;

(2) The extent to which the training program promises to fulfill the family planning services delivery needs of the area to be served, which may include, among other things:

(i) Development of a capability within family planning service projects to provide pre- and in-service training to their own staffs;

(ii) Improvement of the family planning services delivery skills of family planning and health services personnel;

(iii) Improvement in the utilization and career development of paraprofessional and paramedical manpower in family planning services;

(iv) Expansion of family planning services, particularly in rural areas, through new or improved approaches to

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program planning and deployment of resources;

(3) The capacity of the applicant to make rapid and effective use of such assistance;

(4) The administrative and management capability and competence of the applicant;

(5) The competence of the project staff in relation to the services to be provided; and

(6) The degree to which the project plan adequately provides for the requirements set forth in § 59.205.

(b) The amount of any award shall be determined by the Secretary on the basis of his estimate of the sum necessary for all or a designated portion of direct project costs plus an additional amount for indirect costs, if any, which will be calculated by the Secretary either: (1) On the basis of his estimate of the actual indirect costs reasonably related to the project, or (2) on the basis of a percentage of all, or a portion of, the estimated direct costs of the project when there are reasonable assurances that the use of such percentage will not exceed the approximate actual indirect costs. Such award may include an estimated provisional amount for indirect costs or for designated direct costs (such as travel or supply costs) subject to upward (within the limits of available funds) as well as downward adjustments to actual costs when the amount properly expended by the grantee for provisional items has been determined by the Secretary.

(c) Allowability of costs shall be in conformance with the applicable cost principles prescribed by Subpart Q of 35 CFR part 74.

(d) All grant awards shall be in writing, shall set forth the amount of funds granted and the period for which support is recommended.

(e) Neither the approval of any project nor any grant award shall commit or obligate the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. For continuation support, grantees must make separate application annually at such times and in such form as the Secretary may direct.

[37 FR 7093, Apr. 8, 1972, as amended at 38 FR 26199, Sept. 19, 1973]

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The Secretary shall from time to time make payments to a grantee of all or a portion of any grant award, either in advance or by way of reimbursement for expenses incurred or to be incurred in the performance of the project to the extent he determines such payments necessary to promote prompt initiation and advancement of the approved project.

**§ 59.208 Use of project funds.**

(a) Any funds granted pursuant to this subpart as well as other funds to be used in performance of the approved project shall be expended solely for carrying out the approved project in accordance with the statute, the regulations of this subpart, the terms and conditions of the award, and, except as may otherwise be provided in this subpart, the applicable cost principles prescribed by subpart Q of 45 CFR part 74.

(b) Prior approval by the Secretary of revision of the budget and project plan is required whenever there is to be a significant change in the scope or nature of project activities.

(c) The Secretary may approve the payment of grant funds to trainees for:

(1) Return travel to the trainee's point of origin.

(2) Per diem during the training program, and during travel to and from the program, at the prevailing institutional or governmental rate, whichever is lower.

[37 FR 7093, Apr. 8, 1972, as amended at 38 FR 26199, Sept. 19, 1973]

**§ 59.209 Civil rights.**

Attention is called to the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d *et seq.*) and in particular section 601 of such Act which provides that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. A regulation implementing such title VI, which applies to grants made under this part, has been issued by the Secretary of Health and Human Services with the

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approval of the President (45 CFR part 80).

**§ 59.210 Inventions or discoveries.**

Any grant award pursuant to §59.206 is subject to the regulations of the Department of Health and Human Services as set forth in 45 CFR parts 6 and 8, as amended. Such regulations shall apply to any activity for which grant funds are in fact used whether within the scope of the project as approved or otherwise. Appropriate measures shall be taken by the grantee and by the Secretary to assure that no contracts, assignments or other arrangements inconsistent with the grant obligation are continued or entered into and that all personnel involved in the supported activity are aware of and comply with such obligations. Laboratory notes, related technical data, and information pertaining to inventions and discoveries shall be maintained for such periods, and filed with or otherwise made available to the Secretary, or those he may designate at such times and in such manner, as he may determine necessary to carry out such Department regulations.

**§ 59.211 Publications and copyright.**

Except as may otherwise be provided under the terms and conditions of the award, the grantee may copyright without prior approval any publications, films or similar materials developed or resulting from a project supported by a grant under this part, subject, however, to a royalty-free, non-exclusive, and irrevocable license or right in the Government to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so.

**§ 59.212 Grantee accountability.**

(a) *Accounting for grant award payments.* All payments made by the Secretary shall be recorded by the grantee in accounting records separate from the records of all other grant funds, including funds derived from other grant awards. With respect to each approved project the grantee shall account for the sum total of all amounts paid by presenting or otherwise making available evidence satisfactory to the Secretary of expenditures for direct and

indirect costs meeting the requirements of this part: *Provided, however,* That when the amount awarded for indirect costs was based on a predetermined fixed-percentage of estimated direct costs, the amount allowed for indirect costs shall be computed on the basis of such predetermined fixed-percentage rates applied to the total, or a selected element thereof, of the reimbursable direct costs incurred.

(b) [Reserved]

(c) *Accounting for grant-related income—(1) Interest.* Pursuant to section 203 of the Intergovernmental Cooperation Act of 1968 (42 U.S.C. 4213), a State will not be held accountable for interest earned on grant funds, pending their disbursement for grant purposes. A State, as defined in section 102 of the Intergovernmental Cooperation Act, means any one of the several States, the District of Columbia, Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State, but does not include the governments of the political subdivisions of the State. All grantees other than a State, as defined in this subsection, must return all interest earned on grant funds to the Federal Government.

(d) *Grant closeout—(1) Date of final accounting.* A grantee shall render, with respect to each approved project, a full account, as provided herein, as of the date of the termination of grant support. The Secretary may require other special and periodic accounting.

(2) *Final settlement.* There shall be payable to the Federal Government as final settlement with respect to each approved project the total sum of:

(i) Any amount not accounted for pursuant to paragraph (a) of this section;

(ii) Any credits for earned interest pursuant to paragraph (c)(1) of this section;

(iii) Any other amounts due pursuant to subparts F, M, and O of 45 CFR part 74.

Such total sum shall constitute a debt owed by the grantee to the Federal Government and shall be recovered from the grantee or its successors or

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assignees by setoff or other action as provided by law.

[36 FR 18465, Sept. 15, 1971, as amended at 38 FR 26199, Sept. 19, 1973]

**§ 59.213 [Reserved]****§ 59.214 Additional conditions.**

The Secretary may with respect to any grant award impose additional conditions prior to or at the time of any award when in his judgment such conditions are necessary to assure or protect advancement of the approved project, the interests of public health, or the conservation of grant funds.

**§ 59.215 Applicability of 45 CFR part 74.**

The provisions of 45 CFR part 74, establishing uniform administrative requirements and cost principles, shall apply to all grants under this subpart to State and local governments as those terms are defined in subpart A of that part 74. The relevant provisions of the following subparts of part 74 shall also apply to grants to all other grantee organizations under this subpart.

## 45 CFR PART 74

Subpart:

- A General.
- B Cash Depositories.
- C Bonding and Insurance.
- D Retention and Custodial Requirements for Records.
- F Grant-Related Income.
- G Matching and Cost Sharing.
- K Grant Payment Requirements.
- L Budget Revision Procedures.
- M Grant Closeout, Suspension, and Termination.
- O Property.
- Q Cost Principles.

[38 FR 26199, Sept. 19, 1973]

**PART 59a—NATIONAL LIBRARY OF MEDICINE GRANTS****Subpart A—Grants for Establishing, Expanding, and Improving Basic Resources**

Sec.

- 59a.1 Programs to which these regulations apply.
- 59a.2 Definitions.
- 59a.3 Who is eligible for a grant?
- 59a.4 How are grant applications evaluated?
- 59a.5 Awards.
- 59a.6 How may funds or materials be used?

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59a.7 Other HHS regulations that apply.

**Subpart B—Establishment of Regional Medical Libraries**

- 59a.11 Programs to which these regulations apply.
- 59a.12 Definitions.
- 59a.13 Who is eligible for a grant?
- 59a.14 How to apply.
- 59a.15 Awards.
- 59a.16 What other conditions apply?
- 59a.17 Other HHS regulations that apply.

SOURCE: 56 FR 29189, June 26, 1991, unless otherwise noted.

**Subpart A—Grants for Establishing, Expanding, and Improving Basic Resources**

AUTHORITY: 42 U.S.C. 286b–2, 286b–5.

**§ 59a.1 Programs to which these regulations apply.**

(a) The regulations of this subpart apply to grants of funds, materials, or both, for establishing, expanding, and improving basic medical library resources as authorized by section 474 of the Act (42 U.S.C. 286b–5).

(b) This subpart also applies to cooperative agreements awarded for this purpose. In these circumstances, references to “grant(s)” shall include “cooperative agreements(s).”

**§ 59a.2 Definitions.**

Undefined terms have the same meaning as provided in the Act. As used in this subpart:

*Act* means the Public Health Service Act, as amended (42 U.S.C. 201 *et seq.*).

*Project period*—See § 59a.5(c).

*Related instrumentality* means a public or private institution, organization, or agency, other than a medical library, whose primary function is the acquisition, preservation, dissemination, and/or processing of information relating to the health sciences.

*Secretary* means the Secretary of Health and Human Services and any other official of the Department of Health and Human Services to whom the authority involved is delegated.



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examination of the facts versus the interests of the subject(s) of the investigation and the PHS in a timely resolution of the matter. If the request is granted, the institution must file periodic progress reports as requested by the OSI. If satisfactory progress is not made in the institution's investigation, the OSI may undertake an investigation of its own.

(6) Upon receipt of the final report of investigation and supporting materials, the OSI will review the information in order to determine whether the investigation has been performed in a timely manner and with sufficient objectivity, thoroughness and competence. The OSI may then request clarification or additional information and, if necessary, perform its own investigation. While primary responsibility for the conduct of investigations and inquiries lies with the institution, the Department reserves the right to perform its own investigation at any time prior to, during, or following an institution's investigation.

(7) In addition to sanctions that the institution may decide to impose, the Department also may impose sanctions of its own upon investigators or institutions based upon authorities it possesses or may possess, if such action seems appropriate.

(b) The institution is responsible for notifying the OSI if it ascertains at any stage of the inquiry or investigation, that any of the following conditions exist:

(1) There is an immediate health hazard involved;

(2) There is an immediate need to protect Federal funds or equipment;

(3) There is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;

(4) It is probable that the alleged incident is going to be reported publicly.

(5) There is a reasonable indication of possible criminal violation. In that instance, the institution must inform OSI within 24 hours of obtaining that information. OSI will immediately notify the Office of the Inspector General.

**§ 50.105 Institutional compliance.**

Institutions shall foster a research environment that discourages misconduct in all research and that deals forthrightly with possible misconduct associated with research for which PHS funds have been provided or requested. An institution's failure to comply with its assurance and the requirements of this subpart may result in enforcement action against the institution, including loss of funding, and may lead to the OSI's conducting its own investigation.

**Subpart B—Sterilization of Persons in Federally Assisted Family Planning Projects****§ 50.201 Applicability.**

The provisions of this subpart are applicable to programs or projects for health services which are supported in whole or in part by Federal financial assistance, whether by grant or contract, administered by the Public Health Service.

**§ 50.202 Definitions.**

As used in this subpart:

*Arrange for* means to make arrangements (other than mere referral of an individual to, or the mere making of an appointment for him or her with, another health care provider) for the performance of a medical procedure on an individual by a health care provider other than the program or project.

*Hysterectomy* means a medical procedure or operation for the purpose of removing the uterus.

*Institutionalized individual* means an individual who is (1) involuntarily confined or detained, under a civil or criminal statute, in a correctional or rehabilitative facility, including a mental hospital or other facility for the care and treatment of mental illness, or (2) confined, under a voluntary commitment, in a mental hospital or other facility for the care and treatment of mental illness.

*Mentally incompetent individual* means an individual who has been declared mentally incompetent by a Federal, State, or local court of competent jurisdiction for any purpose unless he or she has been declared competent for

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purposes which include the ability to consent to sterilization.

*Public Health Service* means the Office of the Assistant Secretary for Health, Health Resources and Services Administration, National Institutes of Health, Centers for Disease Control, Alcohol, Drug Abuse and Mental Health Administration and all of their constituent agencies.

The *Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

*Sterilization* means any medical procedure, treatment, or operation for the purpose of rendering an individual permanently incapable of reproducing.

[43 FR 52165, Nov. 8, 1978, as amended at 49 FR 38109, Sept. 27, 1984]

**§ 50.203 Sterilization of a mentally competent individual aged 21 or older.**

Programs or projects to which this subpart applies shall perform or arrange for the performance of sterilization of an individual only if the following requirements have been met:

(a) The individual is at least 21 years old at the time consent is obtained.

(b) The individual is not a mentally incompetent individual.

(c) The individual has voluntarily given his or her informed consent in accordance with the procedures of § 50.204 of this subpart.

(d) At least 30 days but not more than 180 days have passed between the date of informed consent and the date of the sterilization, except in the case of premature delivery or emergency abdominal surgery. An individual may consent to be sterilized at the time of premature delivery or emergency abdominal surgery, if at least 72 hours have passed after he or she gave informed consent to sterilization. In the case of premature delivery, the informed consent must have been given at least 30 days before the expected date of delivery.

**§ 50.204 Informed consent requirement.**

Informed consent does not exist unless a consent form is completed volun-

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tarily and in accordance with all the requirements of this section and § 50.205 of this subpart.

(a) A person who obtains informed consent for a sterilization procedure must offer to answer any questions the individual to be sterilized may have concerning the procedure, provide a copy of the consent form, and provide orally all of the following information or advice to the individual who is to be sterilized:

(1) Advice that the individual is free to withhold or withdraw consent to the procedure any time before the sterilization without affecting his or her right to future care or treatment and without loss or withdrawal of any federally funded program benefits to which the individual might be otherwise entitled;

(2) A description of available alternative methods of family planning and birth control;

(3) Advice that the sterilization procedure is considered to be irreversible;

(4) A thorough explanation of the specific sterilization procedure to be performed;

(5) A full description of the discomforts and risks that may accompany or follow the performing of the procedure, including an explanation of the type and possible effects of any anesthetic to be used;

(6) A full description of the benefits or advantages that may be expected as a result of the sterilization; and

(7) Advice that the sterilization will not be performed for at least 30 days except under the circumstances specified in § 50.203(d) of this subpart.

(b) An interpreter must be provided to assist the individual to be sterilized if he or she does not understand the language used on the consent form or the language used by the person obtaining the consent.

(c) Suitable arrangements must be made to insure that the information specified in paragraph (a) of this section is effectively communicated to any individual to be sterilized who is blind, deaf or otherwise handicapped.

(d) A witness chosen by the individual to be sterilized may be present when consent is obtained.

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(e) Informed consent may not be obtained while the individual to be sterilized is:

- (1) In labor or childbirth;
- (2) Seeking to obtain or obtaining an abortion; or
- (3) Under the influence of alcohol or other substances that affect the individual's state of awareness.

(f) Any requirement of State and local law for obtaining consent, except one of spousal consent, must be followed.

**§ 50.205 Consent form requirements.**

(a) *Required consent form.* The consent form appended to this subpart or another consent form approved by the Secretary must be used.

(b) *Required signatures.* The consent form must be signed and dated by:

- (1) The individual to be sterilized; and
- (2) The interpreter, if one is provided; and
- (3) The person who obtains the consent; and
- (4) The physician who will perform the sterilization procedure.

(c) *Required certifications.* (1) The person obtaining the consent must certify by signing the consent form that:

(i) Before the individual to be sterilized signed the consent form, he or she advised the individual to be sterilized that no Federal benefits may be withdrawn because of the decision not to be sterilized,

(ii) He or she explained orally the requirements for informed consent as set forth on the consent form, and

(iii) To the best of his or her knowledge and belief, the individual to be sterilized appeared mentally competent and knowingly and voluntarily consented to be sterilized.

(2) The physician performing the sterilization must certify by signing the consent form, that:

(i) Shortly before the performance of the sterilization, he or she advised the individual to be sterilized that no Federal benefits may be withdrawn because of the decision not to be sterilized,

(ii) He or she explained orally the requirements for informed consent as set forth on the consent form, and

(iii) To the best of his or her knowledge and belief, the individual to be sterilized appeared mentally competent and knowingly and voluntarily consented to be sterilized. Except in the case of premature delivery or emergency abdominal surgery, the physician must further certify that at least 30 days have passed between the date of the individual's signature on the consent form and the date upon which the sterilization was performed. If premature delivery occurs or emergency abdominal surgery is required within the 30-day period, the physician must certify that the sterilization was performed less than 30 days but not less than 72 hours after the date of the individual's signature on the consent form because of premature delivery or emergency abdominal surgery, as applicable. In the case of premature delivery, the physician must also state the expected date of delivery. In the case of emergency abdominal surgery, the physician must describe the emergency.

(3) If an interpreter is provided, the interpreter must certify that he or she translated the information and advice presented orally, read the consent form and explained its contents and to the best of the interpreter's knowledge and belief, the individual to be sterilized understood what the interpreter told him or her.

**§ 50.206 Sterilization of a mentally incompetent individual or of an institutionalized individual.**

Programs or projects to which this subpart applies shall not perform or arrange for the performance of a sterilization of any mentally incompetent individual or institutionalized individual.

**§ 50.207 Sterilization by hysterectomy.**

(a) Programs or projects to which this subpart applies shall not perform or arrange for the performance of any hysterectomy solely for the purpose of rendering an individual permanently incapable of reproducing or where, if there is more than one purpose to the procedure, the hysterectomy would not be performed but for the purpose of rendering the individual permanently incapable of reproducing.

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(b) Except as provided in paragraph (c) of this section, programs or projects to which this subpart applies may perform or arrange for the performance of a hysterectomy not covered by paragraph (a) of this section only if:

(1) The person who secures the authorization to perform the hysterectomy has informed the individual and her representative, if any, orally and in writing, that the hysterectomy will make her permanently incapable of reproducing; and

(2) The individual or her representative, if any, has signed a written acknowledgment of receipt of that information.

(c)(1) A program or project is not required to follow the procedures of paragraph (b) of this section if either of the following circumstances exists:

(i) The individual is already sterile at the time of the hysterectomy.

(ii) The individual requires a hysterectomy because of a life-threatening emergency in which the physician determines that prior acknowledgment is not possible.

(2) If the procedures of paragraph (b) of this section are not followed because one or more of the circumstances of paragraph (c)(1) exist, the physician who performs the hysterectomy must certify in writing:

(i) That the woman was already sterile, stating the cause of that sterility; or

(ii) That the hysterectomy was performed under a life-threatening emergency situation in which he or she determined prior acknowledgment was not possible. He or she must also include a description of the nature of the emergency.

[43 FR 52165, Nov. 8, 1978, as amended at 47 FR 33701, Aug. 4, 1982]

**§ 50.208 Program or project requirements.**

(a) A program or project must, with respect to any sterilization procedure or hysterectomy it performs or arranges, meet all requirements of this subpart.

(b) The program or project shall maintain sufficient records and documentation to assure compliance with these regulations, and must retain such data for at least 3 years.

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(c) The program or project shall submit other reports as required and when requested by the Secretary.

**§ 50.209 Use of Federal financial assistance.**

(a) Federal financial assistance administered by the Public Health Service may not be used for expenditures for sterilization procedures unless the consent form appended to this section or another form approved by the Secretary is used.

(b) A program or project shall not use Federal financial assistance for any sterilization or hysterectomy without first receiving documentation showing that the requirements of this subpart have been met. Documentation includes consent forms, and as applicable, either acknowledgments of receipt of hysterectomy information or certification of an exception for hysterectomies.

[43 FR 52165, Nov. 8, 1978, as amended at 47 FR 33701, Aug. 4, 1982]

**§ 50.210 Review of regulation.**

The Secretary will request public comment on the operation of the provisions of this subpart not later than 3 years after their effective date.

**APPENDIX TO SUBPART B OF PART 50—  
REQUIRED CONSENT FORM**

NOTICE: YOUR DECISION AT ANY TIME NOT TO BE STERILIZED WILL NOT RESULT IN THE WITHDRAWAL OR WITHHOLDING OF ANY BENEFITS PROVIDED BY PROGRAMS OR PROJECTS RECEIVING FEDERAL FUNDS.

**CONSENT TO STERILIZATION**

I have asked for and received information about sterilization from \_\_\_\_\_ (doctor or clinic). When I first asked for the information, I was told that the decision to be sterilized is completely up to me. I was told that I could decide not to be sterilized. If I decide not to be sterilized, my decision will not affect my right to future care or treatment. I will not lose any help or benefits from programs receiving Federal funds, such as A.F.D.C. or medicaid that I am now getting or for which I may become eligible.

I UNDERSTAND THAT THE STERILIZATION MUST BE CONSIDERED PERMANENT AND NOT REVERSIBLE. I HAVE DECIDED THAT I DO NOT WANT TO BECOME PREGNANT, BEAR CHILDREN OR FATHER CHILDREN.

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I was told about those temporary methods of birth control that are available and could be provided to me which will allow me to bear or father a child in the future. I have rejected these alternatives and chosen to be sterilized.

I understand that I will be sterilized by an operation known as a \_\_\_\_\_. The discomforts, risks and benefits associated with the operation have been explained to me. All my questions have been answered to my satisfaction.

I understand that the operation will not be done until at least 30 days after I sign this form. I understand that I can change my mind at any time and that my decision at any time not to be sterilized will not result in the withholding of any benefits or medical services provided by federally funded programs.

I am at least 21 years of age and was born on \_\_\_\_ (day), \_\_\_\_ (month), \_\_\_\_ (year).

I, \_\_\_\_\_, hereby consent of my own free will to be sterilized by \_\_\_\_\_ by a method called \_\_\_\_\_. My consent expires 180 days from the date of my signature below.

I also consent to the release of this form and other medical records about the operation to:

Representatives of the Department of Health and Human Services or

Employees of programs or projects funded by that Department but only for determining if Federal laws were observed.

I have received a copy of this form.

Signature \_\_\_\_\_  
Date: \_\_\_\_\_  
(Month, day, year)

You are requested to supply the following information, but it is not required:

Race and ethnicity designation (please check)

- Black (not of Hispanic origin) \_\_\_\_\_
- Hispanic \_\_\_\_\_
- Asian or Pacific Islander \_\_\_\_\_
- American Indian or Alaskan native \_\_\_\_\_
- White (not of Hispanic origin) \_\_\_\_\_

INTERPRETER'S STATEMENT

If an interpreter is provided to assist the individual to be sterilized:

I have translated the information and advice presented orally to the individual to be sterilized by the person obtaining this consent. I have also read him/her the consent form in \_\_\_\_\_ language and explained its contents to him/her. To the best of my knowledge and belief he/she understood this explanation.

Interpreter \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF PERSON OBTAINING CONSENT

Before \_\_\_\_\_ (name of individual), signed the consent form, I explained to him/her the nature of the sterilization operation \_\_\_\_\_, the fact that it is intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent.

I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or any benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appears to understand the nature and consequence of the procedure.

Signature of person obtaining consent \_\_\_\_\_  
Date \_\_\_\_\_  
Facility \_\_\_\_\_  
Address \_\_\_\_\_

PHYSICIAN'S STATEMENT

Shortly before I performed a sterilization operation upon \_\_\_\_\_ (name of individual to be sterilized), on \_\_\_\_\_ (date of sterilization), \_\_\_\_\_ (operation), I explained to him/her the nature of the sterilization operation \_\_\_\_\_ (specify type of operation), the fact that it is intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent.

I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appeared to understand the nature and consequences of the procedure.

(Instructions for use of alternative final paragraphs: Use the first paragraph below except in the case of premature delivery or emergency abdominal surgery where the sterilization is performed less than 30 days after the date of the individual's signature on the consent form. In those cases, the second paragraph below must be used. Cross out the paragraph which is not used.)

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(1) At least 30 days have passed between the date of the individual's signature on this consent form and the date the sterilization was performed.

(2) This sterilization was performed less than 30 days but more than 72 hours after the date of the individual's signature on this consent form because of the following circumstances (check applicable box and fill in information requested):

- Premature delivery  
Individual's expected date of delivery: \_\_\_\_\_
- Emergency abdominal surgery:  
(Describe circumstances): \_\_\_\_\_
- Physician \_\_\_\_\_
- Date \_\_\_\_\_

[43 FR 52165, Nov. 8, 1978, as amended at 58 FR 33343, June 17, 1993]

**Subpart C—Abortions and Related Medical Services in Federally Assisted Programs of the Public Health Service**

AUTHORITY: Sec. 118, Pub. L. 96-86, Oct. 12, 1979, unless otherwise noted.

SOURCE: 43 FR 4570, Feb. 2, 1978, unless otherwise noted.

**§ 50.301 Applicability.**

The provisions of this subpart are applicable to programs or projects for health services which are supported in whole or in part by Federal financial assistance, whether by grant or contract, appropriated to the Department of Health and Human Services and administered by the Public Health Service.

**§ 50.302 Definitions.**

As used in this subpart: (a) *Law enforcement agency* means an agency, or any part thereof, charged under applicable law with enforcement of the general penal statutes of the United States, or of any State or local jurisdiction.

(b) *Medical procedures performed upon a victim of rape or incest* means any medical service, including an abortion, performed for the purpose of preventing or terminating a pregnancy arising out of an incident of rape or incest.

(c) *Physician* means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he or she practices.

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(d) *Public health service* means: (1) An agency of the United States or of a State or local government, that provides health or medical services; and

(2) A *rural health clinic*, as defined under section 1(d)(aa)(2) of Pub. L. 95-210, 91 Stat. 1485; except that any agency or facility whose principal function is the performance of abortions is specifically excluded from this definition.

**§ 50.303 General rule.**

Federal financial participation is not available for the performance of an abortion in programs or projects to which this subpart applies except under circumstances described in § 50.304 or § 50.306.

[43 FR 4570, Feb. 2, 1978, as amended at 44 FR 61598, Oct. 26, 1979]

**§ 50.304 Life of the mother would be endangered.**

Federal financial participation is available in expenditures for an abortion when a physician has found, and so certified in writing to the program or project, that on the basis of his/her professional judgment, the life of the mother would be endangered if the fetus were carried to term. The certification must contain the name and address of the patient.

(Sec. 101, Pub. L. 95-205, 91 Stat. 1461, Dec. 9, 1977)

[43 FR 13868, July 21, 1978]

**§ 50.305 [Reserved]**

**§ 50.306 Rape and incest.**

Federal financial participation is available in expenditures for medical procedures performed upon a victim of rape or incest if the program or project has received signed documentation from a law enforcement agency or public health service stating:

(a) That the person upon whom the medical procedure was performed was reported to have been the victim of an incident of rape or incest;

(b) The date on which the incident occurred;

(c) The date on which the report was made, which must have been within 60 days of the date on which the incident occurred;



# Program Requirements for Title X Funded Family Planning Projects

**Version 1.0 April 2014**

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Title X Regulations <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations/>

Appropriations Language/Legislative Mandates <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates/>

Sterilization of Persons in Federally Assisted Family Planning Projects Regulations

<http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations/>

Department of Health and Human Services Regions <http://www.hhs.gov/opa/regional-contacts/>

## ACRONYMS

The following is a list of acronyms and abbreviations used throughout this document.

ACRONYM/ ABBREVIATION	
CFR	Code of Federal Regulations
FDA	U.S. Food and Drug Administration
FPL	Federal Poverty Level
HHS	U.S. Department of Health and Human Services
HIV	Human Immunodeficiency Virus
I&E	Information and Education
NOA	Notice of Award
OASH	Office of the Assistant Secretary for Health
OGM	Office of Grants Management
OMB	Office of Management and Budget
OPA	Office of Population Affairs
OSHA	Occupational Safety and Health Administration
PHS	U.S. Public Health Service
STD	Sexually Transmitted Disease

## COMMONLY USED REFERENCES

As a Federal grant program, requirements for the Title X Family Planning Program are established by Federal law and regulations. For ease of reference, the law and regulations most cited in this document are listed below. Other applicable regulations and laws are cited throughout the document.

Law	Title X Public Law ("Family Planning Services and Population Research Act of 1970")	Public Law 91-572
Law	Title X Statute ("Title X of the Public Health Service Act")	42 U.S.C.300, <i>et seq.</i>
Regulation	Sterilization Regulations ("Sterilization of persons in Federally Assisted Family Planning Projects")	42 CFR part 50, subpart B
Regulation	Title X Regulations ("Project Grants for Family Planning Services") (	42 CFR part 59, subpart A
Regulation	HHS Grants Administration Regulations	45 CFR parts 74

	(“Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations” (part 74) and “Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments” (part 92))	and 92
Regulation	“Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations”	2 CFR 215 (OMB Circular A-110)
OMB Circular	“Grants and Cooperative Agreements with State and Local Governments”	OMB Circular A-102

## INTRODUCTION

To assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572). The law amended the Public Health Service (PHS) Act to add Title X, "Population Research and Voluntary Family Planning Programs." Section 1001 of the PHS Act (as amended) authorizes grants "to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents)."

The Title X Family Planning Program is the only Federal program dedicated solely to the provision of family planning and related preventive health services. The program is designed to provide contraceptive supplies and information to all who want and need them, with priority given to persons from low-income families. All Title X-funded projects are required to offer a broad range of acceptable and effective medically (U.S. Food and Drug Administration (FDA)) approved contraceptive methods and related services on a voluntary and confidential basis. Title X services include the delivery of related preventive health services, including patient education and counseling; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral; and pregnancy diagnosis and counseling. By law, Title X funds may not be used in programs where abortion is a method of family planning.

The Title X Family Planning Program is administered by the Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), within the U.S. Department of Health and Human Services (HHS). OASH is responsible for facilitating the process of evaluating applications and setting funding levels according to the criteria set forth in 42 CFR 59.7(a). Final award decisions are made by the Regional Health Administrator for the applicable Public Health Service Region in consultation with the Deputy Assistant Secretary for Population Affairs and the Assistant Secretary for Health or their designees. The HHS Regional Offices monitor program performance of Title X grantees in each respective region.

The Title X Family Planning Guidelines consist of two parts, 1) *Program Requirements for Title X Funded Family Planning Projects* (hereafter referred to as *Title X Program Requirements*) and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs*.

These documents have been developed to assist current and prospective grantees in understanding and implementing the family planning services grants program authorized by Title

X of the PHS Act (42 U.S.C. 300 *et seq.*). These documents also form the basis for monitoring projects under the Title X program.

## **OVERVIEW OF PROGRAM REQUIREMENTS**

This document is organized into 16 sections that describe the various requirements applicable to the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies. Links to the Title X statute and implementing regulations, other statutory provisions that are applicable to the Title X program, regulations related to sterilization, and additional resources to maximize the quality of services offered by Title X projects are provided on page 2 of this document.

The concise explanation of general program requirements that follows can be used to help prepare a grant application or monitor funded programs for compliance with Title X requirements. In addition, prospective applicants and grantees should consult all of the resources and references identified in this document for more complete information and to ensure that the project application and program operations comply with these and other Federal requirements.

Additional documents, including the annual *Announcement of Anticipated Availability of Funds for Family Planning Services Grants* (Title X Funding Opportunity Announcement), other Funding Opportunity Announcements for OPA priority areas, and relevant language in Federal appropriations laws, contain the most current information about Title X program requirements and are generally updated annually. The Title X Funding Opportunity Announcement includes the most recent list of program priorities and key issues, and identifies geographic areas where there will be a grant competition for the applicable fiscal year. Subject to the availability of funds, the funding announcement is published annually and posted on the HHS [Grants.gov](http://www.hhs.gov/grants) Website Portal. The *Program Requirements for Title X Funded Family Planning Projects* is posted on the OPA website (<http://www.hhs.gov/opa>). In general, the requirements that apply to the direct recipients of Title X funds also apply to sub-recipients and contractors (HHS Grants Policy Statement, 2007).

### **1. APPLICABILITY**

As stated above, the requirements set forth in this document apply to the award of grants under section 1001 of the PHS Act (42 U.S.C. 300) to assist in the establishment and operation of voluntary family planning projects. These projects consist of the educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children (42 CFR 59.1).

### **2. DEFINITIONS**

Terms used throughout this document include:

<b>TERM</b>	<b>DEFINITION</b>
<b>The Act or Law</b>	Title X of the Public Health Service Act, as amended
<b>Family</b>	A social unit composed of one person, or two or more persons living together, as a household
<b>Low-income family</b>	A family whose total annual income does not exceed 100% of the most recent Federal Poverty Guidelines; also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources
<b>Grantee</b>	The entity that receives Federal financial assistance via a grant and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the activities approved for funding
<b>Nonprofit</b>	Any private agency, institution, or organization for which no part of the entity's net earnings benefit, or may lawfully benefit, any private stakeholder or individual.
<b>Project</b>	Activities described in the grant application and any incorporated documents supported under the approved budget. The "scope of the project" as defined in the funded application consists of activities that the total approved grant-related project budget supports.
<b>Secretary</b>	The Secretary of Health and Human Services and any other officer or employee of the U.S. Department of Health and Human Services to whom the authority involved has been delegated.
<b>Service Site</b>	The clinics or other locations where services are provided by the grantee or sub-recipient.
<b>Sub-recipients</b>	Those entities that provide family planning services with Title X funds

	under a written agreement with a grantee. May also be referred to as delegates or contract agencies.
<b>State</b>	Includes the 50 United States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Mid-way, Wake, et. al), the Marshall Islands, the Federated States of Micronesia and the Republic of Palau.

**3. ELIGIBILITY**

Any public or nonprofit private entity located in a state (which includes the 50 United States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Mid-way, Wake, et. al), the Marshall Islands, the Federated States of Micronesia and the Republic of Palau) is eligible to apply for a Title X family planning services project grant (42 CFR 59.2, 42 CFR 59.3).

Even where states apply for a family planning services grant, local and regional entities may also apply directly to the Secretary for a family planning services grant. Faith-based organizations and American Indian/Alaska Native/Native American organizations are eligible to apply for Title X family planning services grants. Private nonprofit entities must provide proof of nonprofit status during the application process.

Although State agencies are eligible for funding, the Title X statute specifically protects the right of local and regional entities to apply directly to the Secretary for a family planning services grant (Section 1001(b), PHS Act).

**4. APPLICATION**

The Office of Population Affairs publishes, at a minimum, an annual announcement of the availability of Title X family planning services grant funds that sets forth specific application requirements and evaluation criteria. Applications must be submitted to OASH, Office of Grants Management (OGM) on the forms required by HHS, in the manner required, and approved by an individual authorized to act for the applicant. The application process is conducted through an electronic grants system.

If an application relates to consolidation of service areas or health resources or would otherwise affect the operations of local or regional entities, the applicant must document that these entities have been given, to the maximum feasible extent, an opportunity to participate in the development of the application. Local and regional entities include existing or potential sub-

recipients that have previously provided or propose to provide family planning services to the area to be served by the applicant (42 CFR 59.5 (a)(10)(i)).

Unless otherwise instructed, applicants should respond to the standard instructions contained in the grant application package as well as any HHS supplemental instructions.

Successful applications must include:

- a narrative description of the project and the manner in which the applicant intends to conduct the project and comply with all requirements of the law and regulations;
- a budget that includes an estimate of project income and costs, with justification of the amount of grant funds requested (42 CFR 59.4(c)(2)) and which is consistent with the terms of Section 1006(a) of the Act, as implemented by regulation (42 CFR 59.7(b));
- a description of the standards and qualifications the project will use for all personnel and facilities; and
- other pertinent information as may be required by the Secretary (42 CFR 59.4(c)(4)).

Title X grant funds cannot constitute 100% of a project's estimated costs; therefore, applicants must clearly specify all other sources of funding that will be used to support the Title X project (42 CFR 59.7(c)).

## **5. CRITERIA FOR FUNDING**

Within the limits of funds available for these purposes, grants are awarded for the establishment and operation of projects that will best promote the purposes of Section 1001 of Title X of the PHS Act. The application must address all seven points contained in section 59.7(a) of the regulations. These are the criteria HHS uses to determine which family planning projects to fund and in what amount.

In making funding decisions, HHS takes into account:

- the number of patients, and, in particular, the number of low-income patients to be served;
- the extent to which family planning services are needed locally;
- the relative need of the applicant;
- the capacity of the applicant to make rapid and effective use of the Federal assistance;
- the adequacy of the applicant's facilities and staff;
- the relative availability of non-Federal resources within the community to be served and the degree to which those resources are committed to the project; and
- the degree to which the project plan adequately provides for the requirements set forth in the Title X regulations.

Funding of applications that propose to rely on other entities to provide services will take into



consideration the extent to which the applicant indicates it will be inclusive in considering all entities that are eligible to receive Federal funds to best serve individuals in need throughout the anticipated service areas.

## **6. NOTICE OF AWARD**

The Notice of Award (NOA) is the document that informs the grantee of the duration of HHS support for the project without requiring it to recompetete for funds (42 CFR 59.8 (a)). This period of funding is called the “project period.” The project is generally funded in increments known as “budget periods.” Each budget period is typically 12 months, although shorter or longer budget periods may be established for compelling administrative or programmatic reasons. Decisions regarding whether and at what level to continue awards are based on factors such as the adequacy of the grantee’s programmatic progress, management practices, compliance with the terms and conditions of the previous award, program priorities, and the availability of appropriations. In all cases, subsequent budget periods, also known as non-completing continuation awards, require a determination by HHS that continued funding is in the best interest of the government.

The U.S. government is not obligated to make any additional, supplemental, continuation, or other award with respect to any approved application or portion of an approved application (42 CFR 59.8(c)).

Grantees must provide the awarding agency with timely and unrestricted access to examine all records, books, papers, and documents related to the award (45 CFR 74.53 and 92.42). Records must be maintained generally for 3 years from submission of the final federal financial report (45 CFR 74.53)

## **7. USE OF GRANT FUNDS**

All funds granted for Title X family planning services projects must be expended only for the purpose for which the funds were awarded and in accordance with the approved application and budget. Funds may not be used for prohibited activities, such as abortion as a method of family planning, or lobbying. The Notice of Award (NOA) provides other stipulations regarding the use of funds. Funds must be used in accordance with the Title X family planning services projects regulations, the terms and conditions of the award, and the HHS grants administration regulations set out at 45 CFR parts 74 and 92.

## **8. PROJECT MANAGEMENT AND ADMINISTRATION**

All projects receiving Title X funds must provide services of high quality and be competently and efficiently administered.

### **8.1 Voluntary Participation**

Family planning services are to be provided solely on a voluntary basis (Sections 1001 and 1007, PHS Act; 42 CFR 59.5 (a)(2)). Clients cannot be coerced to accept services or to use or not use any particular method of family planning (42 CFR 59.5 (a)(2)).

A client's acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, any other services, assistance from, or participation in any other program that is offered by the grantee or sub-recipient (Section 1007, PHS Act; 42 CFR 59.5 (a)(2)).

Personnel working within the family planning project must be informed that they may be subject to prosecution if they coerce or try to coerce any person to undergo an abortion or sterilization procedure (Section 205, Public Law 94-63, as set out in 42 CFR 59.5(a)(2) footnote 1).

## **8.2 Prohibition of Abortion**

Title X grantees and sub-recipients must be in full compliance with Section 1008 of the Title X statute and 42 CFR 59.5(a)(5), which prohibit abortion as a method of family planning. Grantees and sub-recipients must have written policies that clearly indicate that none of the funds will be used in programs where abortion is a method of family planning. Additional guidance on this topic can be found in the July 3, 2000, Federal Register Notice entitled *Provision of Abortion-Related Services in Family Planning Services Projects*, which is available at 65 Fed. Reg. 41281, and the final rule entitled *Standards of Compliance for Abortion-Related Services in Family Planning Services Projects*, which is available at 65 Fed. Reg. 41270.

Grantees are also responsible for monitoring sub-recipients' compliance with this section.

## **8.3 Structure and Management**

Family planning services under a Title X grant may be offered by grantees directly and/or by sub-recipient agencies operating under the umbrella of a grantee. However, the grantee is accountable for the quality, cost, accessibility, acceptability, reporting, and performance of the grant-funded activities provided by sub-recipients. Where required services are provided by referral, the grantee is expected to have written agreements for the provision of services and reimbursement of costs as appropriate.

8.3.1 The grantee must have a written agreement with each sub-recipient and establish written standards and guidelines for all delegated project activities consistent with the appropriate section(s) of the Title X Program Requirements, as well as other applicable requirements (45 CFR parts 74 and 92).

8.3.2 If a sub-recipient wishes to subcontract any of its responsibilities or services, a written agreement that is consistent with Title X Program Requirements and approved by the grantee must be maintained by the sub-recipient (45 CFR parts 74 and 92).

- 8.3.3 The grantee must ensure that all services purchased for project participants will be authorized by the project director or his designee on the project staff (42 CFR 59.5(b)(7)).
- 8.3.4 The grantee must ensure that services provided through a contract or other similar arrangement are paid for under agreements that include a schedule of rates and payment procedures maintained by the grantee. The grantee must be prepared to substantiate that these rates are reasonable and necessary (42 CFR 59.5(b)(9)).
- 8.3.5 Sub-recipient agencies must be given an opportunity to participate in the establishment of ongoing grantee policies and guidelines (42 CFR 59.5 (a)(10)).
- 8.3.6 The grantee and each sub-recipient must maintain a financial management system that meets Federal standards, as applicable, as well as any other requirements imposed by the Notice of Award, and which complies with Federal standards that will support effective control and accountability of funds. Documentation and records of all income and expenditures must be maintained as required (45 CFR parts 74.20 and 92.20).

#### **8.4 Charges, Billing, and Collections**

The grantee is responsible for the implementation of policies and procedures for charging, billing, and collecting funds for the services provided by the projects. Clients must not be denied project services or be subjected to any variation in quality of services because of inability to pay.

Projects should not have a general policy of no fee or flat fees for the provision of services to minors, or a schedule of fees for minors that is different from other populations receiving family planning services

- 8.4.1 Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)).

Within the parameters set out by the Title X statute and regulations, Title X grantees have a large measure of discretion in determining the extent of income verification activity that they believe is appropriate for their client population. Although not required to do so, grantees 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 clients self-report.

- 8.4.2 A schedule of discounts, based on ability to pay, is required for individuals with family

incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)).

- 8.4.3 Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).
- 8.4.4 For persons 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)).
- 8.4.5 Eligibility for discounts for unemancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2).
- 8.4.6 Where there is legal obligation or authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment without the application of any discounts(42 CFR 59.5(a)(9)).

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

- 8.4.7 Where reimbursement is available from Title XIX or Title XX of the Social Security Act, a written agreement with the Title XIX or the Title XX state agency at either the grantee level or sub-recipient agency is required (42 CFR 59.5(a)(9)]
- 8.4.8 Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.
- 8.4.9 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.

## **8.5 Project Personnel**

Title X grantees must have approved personnel policies and procedures.

- 8.5.1 Grantees and sub-recipients are obligated to establish and maintain personnel policies that comply with applicable Federal and State requirements, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act, and the annual appropriations language. These policies should include,

but are not to be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, and grievance procedures.

- 8.5.2 Project staff should be broadly representative of all significant elements of the population to be served by the project, and should be sensitive to, and able to deal effectively with, the cultural and other characteristics of the client population (42 CFR 59.5 (b)(10)).
- 8.5.3 Projects must be administered by a qualified project director. Change in Status, including Absence, of Principal Investigator/Project Director and Other Key Personnel requires pre-approval by the Office of Grants Management. For more information, see HHS Grants Policy Statement, 2007 Section II-54.
- 8.5.4 Projects must provide that family planning medical services will be performed under the direction of a physician with special training or experience in family planning (42 CFR 59.5 (b)(6)).
- 8.5.5 Appropriate salary limits will apply as required by law.

## **8.6 Staff Training and Project Technical Assistance**

Title X grantees are responsible for the training of all project staff. Technical assistance may be provided by OPA or the Regional Office.

- 8.6.1 Projects must provide for the orientation and in-service training of all project personnel, including the staff of sub-recipient agencies and service sites (42 CFR 59.5(b)(4)).
- 8.6.2 The project's training plan should provide for routine training of staff on Federal/State requirements for reporting or notification of child abuse, child molestation, sexual abuse, rape or incest, as well as on human trafficking
- 8.6.3 The project's training plan should provide for routine training on involving family members in the decision of minors to seek family planning services and on counseling minors on how to resist being coerced into engaging in sexual activities.

## **8.7 Planning and Evaluation**

Grantees must ensure that the project is competently and efficiently administered (42 CFR 59.5 (b) (6) and (7)). In order to adequately plan and evaluate program activities, grantees should develop written goals and objectives for the project period that are specific, measurable, achievable, realistic, time-framed, and which are consistent with Title X Program Requirements. The program plan should be based on a needs assessment. Grantee project plans must include an evaluation component that identifies indicators by which the program measures the

achievement of its objectives. For more information on quality improvement, see *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs*.

## **9. PROJECT SERVICES AND CLIENTS**

Projects funded under Title X are intended to enable all persons who want to obtain family planning care to have access to such services. Projects must provide for comprehensive medical, informational, educational, social, and referral services related to family planning for clients who want such services.

- 9.1 Priority for project services is to persons from low- income families (Section 1006(c)(1), PHS Act; 42 CFR 59.5(a)(6)).
- 9.2 Services must be provided in a manner which protects the dignity of the individual (42 CFR 59.5 (a)(3)).
- 9.3 Services must be provided without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status (42 CFR 59.5 (a)(4)).
- 9.4 Projects must provide for social services related to family planning including counseling, referral to and from other social and medical services agencies, and any ancillary services which may be necessary to facilitate clinic attendance (42 CFR 59.5 (b)(2)).
- 9.5 Projects must provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs (42 CFR 59.5 (b)(8)).
- 9.6 All grantees should assure services provided within their projects operate within written clinical protocols that are in accordance with nationally recognized standards of care, approved by the grantee, and signed by the physician responsible for the service site.
- 9.7 All projects must provide for medical services related to family planning and the effective usage of contraceptive devices and practices (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination, contraceptive supplies) as well as necessary referrals to other medical facilities when medically indicated (42 CFR 59.5(b)(1)). This includes, but is not limited to emergencies that require referral. Efforts may be made to aid the client in finding potential resources for reimbursement of the referral provider, but projects are not responsible for the cost of

this care.

- 9.8 All projects must provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including infertility services and services for adolescents). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of family planning services. (42 CFR 59.5(a)(1)).
- 9.9 Services must be provided without the imposition of any durational residency requirement or requirement that the client be referred by a physician (42 CFR 59.5(b)(5)).
- 9.10 Projects must provide pregnancy diagnosis and counseling to all clients in need of this service (42 CFR 59.5(a)(5)).
- 9.11 Projects must offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
- prenatal care and delivery;
  - infant care, foster care, or adoption; and
  - pregnancy termination.

If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any options(s) about which the pregnant woman indicates she does not wish to receive such information and counseling (42 CFR 59.5(a)(5)).

- 9.12 Title X grantees must comply with applicable legislative mandates set out in the HHS appropriations act. Grantees must have written policies in place that address these legislative mandates:

“None of the funds appropriated in the Act may be made available to any entity under Title X of the Public Health Service Act unless the applicant for the award certifies to the Secretary of Health and Human Services that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.”

“Notwithstanding any other provision of law, no provider of services under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”

## **10. CONFIDENTIALITY**

Every project must have safeguards to ensure client confidentiality. Information obtained by the project staff about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual (42 CFR 59.11).

## **11. COMMUNITY PARTICIPATION, EDUCATION, AND PROJECT PROMOTION**

Title X grantees are expected to provide for community participation and education and to promote the activities of the project.

- 11.1 Title X grantees and sub-recipient agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served; and by persons in the community knowledgeable about the community's needs for family planning services (42 CFR 59.5(b)(10)).
- 11.2 Projects must establish and implement planned activities to facilitate community awareness of and access to family planning services (42 CFR 59.5(b)(3)). Each family planning project must provide for community education programs (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.
- 11.3 Community education should serve to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial (42 CFR 59.5 (b)(3)).

## **12. INFORMATION AND EDUCATION MATERIALS APPROVAL**

Every project is responsible for reviewing and approving informational and educational materials. The Information and Education (I&E) Advisory Committee may serve the community participation function if it meets the requirements, or a separate group may be identified .

- 12.1 Title X grantees and sub-recipient agencies are required to have a review and approval process, by an Advisory Committee, of all informational and educational materials developed or made available under the project prior to their distribution (Section 1006



(d)(2), PHS Act; 42 CFR 59.6(a)).

- 12.2 The committee must include individuals broadly representative (in terms of demographic factors such as race, color, national origin, handicapped condition, sex, and age) of the population or community for which the materials are intended (42 CFR 59.6 (b)(2)).
- 12.3 Each Title X grantee must have an Advisory Committee of five to nine members, except that the size provision may be waived by the Secretary for good cause shown (42 CFR 59.6(b)(1)). This Advisory Committee must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)).
- 12.4 The grantee may delegate I&E functions for the review and approval of materials to sub-recipient agencies; however, the oversight of the I&E review process rests with the grantee.
- 12.5 The Advisory Committee(s) may delegate responsibility for the review of the factual, technical, and clinical accuracy to appropriate project staff; however, final responsibility for approval of the I&E materials rests with the Advisory Committee.
- 12.6 The I&E Advisory Committee(s) must:
- consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
  - consider the standards of the population or community to be served with respect to such materials;
  - review the content of the material to assure that the information is factually correct;
  - determine whether the material is suitable for the population or community to which it is to be made available; and
  - establish a written record of its determinations (Section 1006(d), PHS Act; 42 CFR 59.6(b)).

### **13. ADDITIONAL ADMINISTRATIVE REQUIREMENTS**

This section addresses additional requirements that are applicable to the Title X program and are set out in authorities other than the Title X statute and implementing regulations.

#### **13.1 Facilities and Accessibility of Services**

Title X service sites should be geographically accessible for the population being served. Grantees should consider clients' access to transportation, clinic locations, hours of operation, and other factors that influence clients' abilities to access services.

Title X clinics must have written policies that are consistent with the HHS Office for Civil Rights policy document, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (August 4, 2003) (HHS Grants Policy Statement 2007, II-23).

Projects may not discriminate on the basis of disability and, when viewed in their entirety, facilities must be readily accessible to people with disabilities (45 CFR part 84).

### **13.2 Emergency Management**

All grantees, sub-recipients, and Title X clinics are required to have a written plan for the management of emergencies (29 CFR 1910, subpart E), and clinic facilities must meet applicable standards established by Federal, State, and local governments (e.g., local fire, building, and licensing codes).

Health and safety issues within the facility fall under the authority of the Occupational Safety and Health Administration (OSHA). Disaster plans and emergency exits are addressed under 29 CFR 1910, subpart E. The basic requirements of these regulations include, but are not limited to:

- Disaster plans (e.g. fire, bomb, terrorism, earthquake, etc.) have been developed and are available to staff.
- Staff can identify emergency evacuation routes.
- Staff has completed training and understand their role in an emergency or natural disaster.
- Exits are recognizable and free from barriers.

### **13.3 Standards of Conduct**

Projects are required to establish policies to prevent employees, consultants, or members of governing/advisory bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others (HHS Grants Policy Statement 2007, II-7).

### **13.4 Human Subjects Clearance (Research)**

Research conducted within Title X projects may be subject to Department of Health and Human Services regulations regarding the protection of human subjects (45 CFR Part 46). The grantee/sub-recipient should advise their Regional Office in writing of any research projects that involve Title X clients (HHS Grants Policy Statement 2007, II-9).

### **13.5 Financial and Reporting Requirements**

Audits of grantees and sub-recipients must be conducted in accordance with the HHS grants administration regulations (45 CFR parts 74.26 and 92.26), as applicable, by auditors meeting established criteria for qualifications and independence (OMB A-133).

Grantees must comply with the financial and other reporting requirements set out in the HHS grants administration regulations (45 CFR parts 74 and 92), as applicable. In addition, grantees must have program data reporting systems which accurately collect and organize data for program reporting and which support management decision making and act in accordance with other reporting requirements as required by HHS.

Grantees must demonstrate continued institutional, managerial, and financial capacity (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the project as described in the award (42 CFR 59.7(a)).

Grantees must reconcile reports, ensuring that disbursements equal obligations and drawdowns. HHS is not liable should the recipient expenditures exceed the actual amount available for the grant.

### **14. ADDITIONAL CONDITIONS**

With respect to any grant, HHS may impose additional conditions prior to or at the time of any award, when, in the judgment of HHS, these conditions are necessary to assure or protect advancement of the approved program, the interests of public health, or the proper use of grant funds (42 CFR 59.12).

### **15. CLOSEOUT**

Within 90 days of the end of grant support, grantees must submit:

- a final Federal Financial Report (FFR)
- a final progress report

Following closeout, the recipient remains obligated to return funds due as a result of later refunds, corrections, or other transactions, and the Federal Government may recover amounts based on the results of an audit covering any part of the period of grant support (HHS Grants Policy Statement, II-90).

For a complete list of requirements, grantees should review the HHS Grants Policy Statement, available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsqps107.pdf>

### **16. OTHER APPLICABLE HHS REGULATIONS AND STATUTES**

Attention is drawn to the following HHS Department-wide regulations that apply to grants under Title X. These include:

- 37 CFR Part 401: Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements;
- 42 CFR Part 50, Subpart D: Public Health Service grant appeals procedure;
- 45 CFR Part 16: Procedures of the Departmental Grant Appeals Board;
- 45 CFR Part 74: Uniform administrative requirements for awards and sub-awards to institutions of higher education, hospitals, other nonprofit organizations, and commercial organizations; and certain grants and agreements with states, local governments, and Indian tribal governments;
- 45 CFR Part 80: Nondiscrimination under programs receiving Federal assistance through HHS effectuation of Title VI of the Civil Rights Act of 1964;
- 45 CFR Part 81: Practice and procedure for hearings under Part 80 of this Title;
- 45 CFR Part 84: Nondiscrimination on the basis of disability in programs and activities receiving or benefitting from Federal financial assistance;
- 45 CFR Part 91: Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance;
- 45 CFR Part 92: Uniform administrative requirements for grants and cooperative agreements to State and local governments; and
- 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities.

In addition, the following statutory and regulatory provisions may be applicable to grants under Title X:

- The Patient Protection and Affordable Care Act (Public Law 111-148);
- The Trafficking Victims Protection Act of 2000, as amended (Public Law 106-386);
- Sex Trafficking of Children or by Force, Fraud, or Coercion (18 USC 1591);
- The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191); and
- Appropriations language that applies to the Title X program for the relevant fiscal year.

# *OPA PPN* Program Policy Notice

## Clarification regarding “*Program Requirements for Title X Family Planning Projects*”

### Confidential Services to Adolescents

#### OPA Program Policy Notice 2014 – 01

Release Date: June 5, 2014

### I. Purpose

The purpose of this Program Policy Notice (PPN) is to provide Title X grantees with information to clarify some specific requirements included in the newly released “*Program Requirements for Title X-Funded Family Planning Projects Version 1.0 - April 2014.*”

### II. Background

On April 25, 2014, the Office of Population Affairs (OPA), which administers the Title X Family Planning Program, released new Title X Family Planning Guidelines consisting of two parts: 1) *Program Requirements for Title X Family Planning Projects* (hereafter referred to as *Title X Program Requirements*), and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs.*

The *Title X Program Requirements* document closely aligns with the various requirements applicable to the Title X Program as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and other applicable Federal statutes, regulations, and policies. The requirement that this Program Policy Notice addresses is confidential services to adolescents.

Requirements regarding **confidential services** for individuals regardless of age are stipulated in Title X regulations at 42 CFR § 59.5(a)(4) and § 59.11, and are repeated in the *Title X Program Requirements* in sections 9.3 and 10.

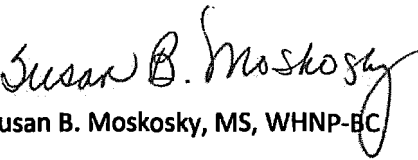
### III. Clarification

It continues to be the case that Title X projects 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.



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Title X projects, 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. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.



Susan B. Moskosky, MS, WHNP-BC

Acting Director, Office of Population Affairs



## **Title X Program Policy Notice**

### **Integrating with Primary Care Providers**

**Release Date: November 22, 2016**

**OPA Program Policy Notice: 2016 – 11**

#### **I. Purpose**

The purpose of this Program Policy Notice (PPN) is to clarify how Title X grantees may remain in compliance with *Program Requirements for Title X Funded Family Planning Projects* when integrating services with Health Resources & Services Administration (HRSA) Health Center Program grantees and look-alikes (i.e., health centers that receive funding under Section 330 of the Public Health Service Act, which authorizes the Health Center Program, as well as those that have been determined to meet Section 330 requirements but do not receive grant funding under that program). This PPN applies only to integrated settings, and not to settings in which only Health Center Program services are provided. We address three issues commonly faced by integrated Title X and HRSA-funded health center providers:

- 1) How to bill clients receiving Title X family planning services in compliance with Title X and Health Center Program Sliding Fee Discount Schedules and billing guidelines;
- 2) How to report data to the Family Planning Annual Reports (FPAR) and to the Uniform Data System (UDS) appropriately; and,
- 3) How to preserve Title X client confidentiality when billing for services provided.

#### **II. Background**

In 2014, the Office of Population Affairs (OPA) released new Title X program guidelines consisting of two parts:

- 1) *Program Requirements for Title X Funded Family Planning Projects* (Title X Program Requirements); and,
- 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs* (QFP).

Title X Program Requirements align closely with the Title X statute and family planning services project implementing regulations (42 CFR part 59, subpart A), as well as other applicable federal statutes, regulations, and policies. This PPN is intended to help Title X grantees address integrated care settings with regard to Title X Program Requirements.

### III. Clarification

This section provides clarification for some of the most common issues facing Title X Family Planning (FP) providers when integrating with primary care organizations, and suggests sample strategies to overcome these issues. Endnotes are provided for reference to the applicable section(s) of the Title X and HRSA Health Center Program Requirements aligned with each strategy.

#### Issue 1: Nominal Charge and Sliding Fee Discount Schedules (SFDS)

##### Strategy

The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program requirements, which include having differing upper limits. HRSA's policies, currently contained in Policy Information Notice (PIN) 2014-02, allow health centers to accommodate the further discounting of services as required by Title X regulations. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the Federal Poverty Level (FPL) for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving **only** Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project.

Title X agencies and providers may consult with the health center if they have additional questions regarding implementing discounting schedules that comply with Title X and Health Center Program requirements, which may result in the health center needing to consult their HRSA Health Center Program Project Officer.

To decide which SFDS to use, the health center should determine whether a client is receiving **only Title X family planning services** (Title X family planning services are defined by the service contract between the Title X grantee and health center) or **health center services in addition to Title X family planning services within the same visit**.

The following guidance applies specifically to clients who receive **only Title X family planning services** that are directly related to preventing or achieving pregnancy:

- Clients receiving only Title X family planning services with family incomes at or below 100% of the FPL must not be charged for services received. In order to comply with Title X regulations, any nominal fee typically collected by a HRSA health center program grantee or look-alike would **not be charged to the client receiving only Title X family planning services.**<sup>i</sup>
- Clients receiving only Title X family planning services with family incomes that are between 101% FPL and 250% FPL must be charged in accordance with a specific Title X SFDS based on the client's ability to pay. Any differences between charges based on applying the Title X SFDS and the health center's discounting schedule could be allocated to Title X grant funds. This allocation is aligned with the guidance provided in HRSA's PIN 2014-02, as discussed above. This PIN states that program grantees, "*may receive or have access to other funding sources (e.g.,*



*Federal, State, local, or private funds) that contain terms and conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG [Federal Poverty Guidelines]. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.”<sup>ii</sup>*

- Note that unemancipated minors who receive confidential Title X family planning services must be billed according to the income of the minor.<sup>iii</sup>

The following guidance applies specifically to clients who receive **health center services in addition to Title X family planning services within the same visit:**

- For clients receiving health center services in addition to Title X family planning services, as defined above, within the same visit, the health center or look-alike may utilize its health center discounting schedule (which ranges from 101% to 200% FPL) including collecting one nominal fee for health center services provided to clients with family incomes at or below 100% FPL.

## **Issue 2: Fulfilling Data Reporting Requirements**

### **Strategy**

To comply with mandatory program reporting requirements for both the Title X and HRSA Health Center Program, health centers that are integrated with Title X funded agencies must provide data on services provided that are relevant to either or both through FPAR and UDS, as appropriate. In cases where a data element is applicable to both FPAR and UDS, reporting such data to each report does not result in “double” credit for services provided; rather, it ensures that both Title X and HRSA receive accurate information on services provided to clients during the given reporting period.

Further instructions on how a family planning “user” is defined can be found in the [FPAR Forms & Instructions](#) guidance document.

## **Issue 3: Sliding Fee Discount Schedule eligibility for individuals seeking confidential services**

### **Strategy**

For individuals requesting that Title X family planning services provided to them are confidential (i.e., they do not want their information disclosed in any way, including for third-party billing), the provider should ensure that appropriate measures are in place to protect the client's information, beyond HIPAA privacy assurances.<sup>iv</sup> Providers **may not bill third-party payers** for services in such cases where confidentiality cannot be assured (e.g., a payer does not suppress Explanation of Benefits documents and does not remove such information from claims history and other documents accessible to the policy holder). Providers may request payment from clients at the time of the visit for any confidential services provided that cannot be disclosed to third-party payers, as long as the provider uses the appropriate SFDS. Inability to pay, however, cannot be a barrier to services.<sup>v</sup> Providers may bill third-party payers for services that the client identifies as non-confidential.

## Endnotes

<sup>i</sup> Section 8.4 of the Title X Program Requirements contains information related to charges, billing, and collections. The program requirements in section 8.4 most relevant to charging clients at or below 100% of the FPL, between 101% and 250% of the FPL, and above 250% of the FPL, are as follows:

Title X Program Requirement 8.4.1. *Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)).*

*Within the parameters set out by the Title X statute and program requirements, Title X grantees have a large measure of discretion in determining the extent of income verification activity that they believe is appropriate for their client population. Although not required to do so, grantees 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 clients self-report.*

Title X Program Requirement 8.4.2. *A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)).*

Title X Program Requirement 8.4.3. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*

Title X Program Requirement 8.4.4. *For persons 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)).*

<sup>ii</sup> HRSA Policy Information Notice PIN 2014-02, "Sliding Fee Discount and Related Billing and Collections Program Requirements." *Individuals and families with annual incomes above 200 percent of the FPG are not eligible for sliding fee discounts. However, health centers may receive or have access to other funding sources (e.g., Federal, State, local, or private funds) that contain terms or conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.*

<sup>iii</sup> Title X Program Requirement 8.4.5. *Eligibility for discounts for unemancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2).*

<sup>iv</sup> Title X Program Requirement 8.4.8. *Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.*

HRSA PIN 2014-02. *Patient privacy and confidentiality must be protected throughout the (SFDS eligibility determination) process. The act of billing and collecting from patients should be conducted in an efficient, respectful and culturally appropriate manner, assuring that procedures do not present a barrier to care and patient privacy and confidentiality are protected throughout the process.*

<sup>v</sup> Title X Program Requirement 8.4.3, repeated. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*



# AFHP 2017 Program Standards and Policy Manual

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## INTRODUCTION

### TITLE X

To assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572).

The law amended the Public Health Service (PHS) Act to add Title X, "Population Research and Voluntary Family Planning Programs." Section 1001 of the PHS Act (as amended) authorizes grants "to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents)."

The Title X Family Planning Program is the only Federal program dedicated solely to the provision of family planning and related preventive health services. The program is designed to provide contraceptive supplies and information to all who want and need them, with priority given to persons from low-income families. All Title X-funded projects are required to offer a broad range of acceptable and effective medically (U.S. Food and Drug Administration (FDA)) approved contraceptive methods and related services on a voluntary and confidential basis. Title X services include the delivery of related preventive health services, including patient education and counseling; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral; and pregnancy diagnosis and counseling. By law, Title X funds may not be used in programs where abortion is a method of family planning.

The Title X Family Planning Program is administered by the Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), within the U.S. Department of Health and Human Services (DHHS).

The Title X Family Planning Guidelines consist of two parts, 1) *Program Requirements for Title X Funded Family Planning Projects* (hereafter referred to as *Title X Program Requirements*) and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs* (hereafter referred to as the QFP).

### AFHP

Arizona Family Health Partnership (AFHP) is an Arizona non-profit 501(c) (3) agency, incorporated in 1974 (as the Arizona Family Planning Council). Since 1982, AFHP has been designated as a Title X ("ten") grantee and awarded federal family planning funds to provide services in Arizona. AFHP has also been the Navajo Nation grantee since July, 2014.

As the grantee, AFHP performs a variety of roles in the oversight of the Title X Family Planning Program, including: grant administrator, monitor, partner, facilitator, technical advisor, educator and payer. AFHP responds to requests from the Regional OPA Office and from other Federal DHHS Offices. As the grantee, the AFHP is responsible to the funding

source for the following: quality, cost, accessibility, acceptability, and reporting for the Program and the performance of all delegate agencies.

AFHP's vision is universal access to quality family planning.

In this role, the functions and responsibilities of AFHP include:

- Assessing community needs in the area of family planning for individuals with low incomes;
- Developing community programs to meet those needs;
- Identifying, funding and contracting with service providers;
- Monitoring and evaluating the performance of subcontractor provider agencies;
- Collecting and disseminating data;
- Providing training and technical assistance;
- Providing information to the community;
- Coordinating services; and,
- Client advocacy.

AFHP provides a network of services through contracts with community-based, private non-profit and public agencies for the provision of direct clinical and educational family planning services to low income adults and adolescents. AFHP is governed by a Board of Directors made up of volunteers representing different facets of the Arizona community. AFHP is committed to providing quality family planning services to as many people as possible with the resources available.

## **PROGRAM MONITORING AND EVALUATION**

AFHP will conduct site reviews of each Delegate Agency to determine compliance with federal and local laws and requirements, program guidelines and other contractual agreements. These evaluations play a crucial role in ensuring that quality reproductive health care services are provided to women and men. The site reviews will be performed by AFHP periodically or on an as needed basis and will range from comprehensive to issue specific reviews, using a standardized monitoring tool. Monitoring and evaluation of the Title X Program and delegate agencies may include, but is not limited to: review and analysis of financial, statistical, and special project reports, discussions and meetings with delegate agency staff, site visits to health center location(s) and formal site reviews of delegate agencies.

### **Program Standards and Policy Manual (PSPM)**

The purpose of this manual is to document the AFHP's Title X Family Planning Project's program standards for development, implementation, and management of the Title X Program, and other related projects funded by AFHP.

This manual establishes minimum standards and can be used as a reference and information resource for family planning programs. Delegates are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for incorporating any policy changes into their operation.