



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

Requested Board Meeting Date: May 3, 2016

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 \$733,129 in Title X funding to continue to provide services to 7,007 unduplicated clients from 4/1/16-3/31/17.

Procurement Method:

N/A - grant award

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, 2016 but contract was not received from AFHP until April 6, 2016.

Original Information

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16-63
Effective Date: 4/1/2016 Termination Date: 3/31/2017 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 733,129.00
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: [Signature] 6 April 2016

Deputy County Administrator Signature/Date: [Signature] 4/13/2016

County Administrator Signature/Date: [Signature] 4/13/16
(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**”), 3101 North Central Avenue, Suite 1120, Phoenix, Arizona, 85012, and **Pima County**, for and on behalf of **Pima County Health Department** (the “**Contractor**”) who hereby contracts with the Partnership to provide family planning services funded by monies disbursed to Contractor by the Partnership from monies granted to the Partnership by the United States Department of Health and Human Services (“**DHHS**”) under Section 1001 of the Public Health Service Act, 42 U.S.C. 300, et seq., as amended (the “**Act**”). To enable persons who want to obtain family planning care or to have access to such services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572), which added Title X, “Population Research and Voluntary Family Planning Programs” to the Act. Section 1001 of the Act authorizes federally funded grants “to assist in the establishment and operation of voluntary family planning projects (the “**Project**”) 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 mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children.

The Partnership and the Contractor hereby agree to the following terms and conditions:

- I. **TERM.** The Contract shall begin as of **April 1, 2016 and shall terminate March 31, 2017** (the “**Term**”). If continued funding is obtained, the Parties must agree in writing to extend the Term beyond 2017. Contractor shall submit an annual application in order to receive continued funding beyond 2017. Annual application forms must be submitted through the Program Information Management System (**PIMS**).
- II. **STATEMENT OF WORK.** The Contractor shall perform the functions and services identified in the AFHP Agency Health Center Report (the “**Services**”) attached hereto as Attachment 1 and incorporated herein, during the Term. The provision by Contractor of the Services shall be done in strict compliance with DHHS Title X Regulations found at CFR 42 Part 59 (the “**Title X Regulations**”) attached as Attachment 5, Program Requirements for Title X Funded Family Planning Projects (the “**Program Requirements**”) attached as Attachment 6, OPA Program Policy Notices attached as Attachment 7, the Partnership’s Title X Program Standards and Policy Manual (the “**Manual**”), and all other regulations as applicable. Services shall be provided in strict compliance with Contractor's Client Data Projections for the Term as described in the Client Data Summary attached as Attachment 2 and the AFHP Agency Health Center Report attached as Attachment 1, both attached hereto and incorporated herein. Comprehensive family planning services provided as part of the Services shall assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services.
- III. **MINIMUM STANDARDS.** Contractor shall provide for the following:
Title X comprehensive family planning services provided to **7,007** unduplicated clients. At a minimum, family planning services provided by the Contractor should include contraceptive services, pregnancy testing and counseling, assist with achieving pregnancy, basic infertility services, preconception health, and STD services. Contractor’s employees or agents must be trained and equipped to offer these services. Contractor is also expected to ensure family planning clients have access to related and other preventive health services on-site or by referral as defined below:

Related Preventive Health Services are considered to be 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 (e.g., breast and cervical cancer screening). Contractor's employees and agents should be trained and equipped to offer these services onsite or by referral.

Other Preventive Health Services include services for women that are not listed above as well as preventive services for men. Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis are examples of this type of service. Although important in the context of primary care, these have no direct link to family planning services. These services should be made available by referral for clients without another source of primary care.

- IV. DEBARMENT AND SUSPENSION. The Contractor certifies to the best of their knowledge and belief that their employees and sub-contractors, its current and future subcontractors and their principals:
- 1) 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-year period.
 - 2) 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.
 - 3) In the event any employee or sub-contractor of Contractor's is debarred, suspended, or proposed for debarment, Contractor must immediately notify the Partnership in writing.
- V. LOBBYING. As a Contractor receiving federal funds for contracted work, the Contractor may only use Partnership funds to complete the scope of work outlined and may not use Partnership funds for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).
- VI. CONFLICT OF INTEREST. The Contractor agrees that they shall 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 significant¹ financial or other interest.
- VII. EQUAL OPPORTUNITY. The Partnership is an Equal Employment Opportunity employer and accordingly requires the same of all contractors. The Contractor agrees to abide by 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.
- VIII. MANDATORY REPORTING. Notwithstanding any other provision of law, no Contractor under Title X of the Act shall be exempt from any state law requiring notification for the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

¹ "Significant" shall have the same meaning as set forth in those applicable state and federal statutes or regulations.

- IX. ADOLESCENT SERVICES. The Contractor certifies that it will encourage family participation in the decision of minors to seek family planning services and that it will provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
- X. 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.
- XI. TRAFFICKING VICTIMS PROTECTION. This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection ACT of 2000, as amended (22 U.S.C. 7104).
- XII. CHARGES, BILLING, AND COLLECTION PROCEDURES. Section 8.4 of the Program Requirements and Section 59.5 of the Title X Regulations provide specific characteristics for charging, billing, and collections in a Title X program. To ensure the dignity, accessibility, and confidentiality of family planning services, clients are charged on a sliding fee scale based on federal poverty guidelines. Collection practices must respect the confidentiality of services. At no time may services be denied because of inability to pay. Where confidential services are not requested, eligibility is determined using the minor's family income.

The Contractor must provide the methodology which allows fees above 250% of the Federal Poverty Level (**FPL**) that approximates their cost of providing Services. 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)). These costs should include office visits, lab work and contraceptive supplies. The methodology must be in writing and be both valid and reliable.

- XIII. SPECIAL CONDITIONS OF FUNDING AGENCY. The Contractor agrees to abide and comply with any special conditions imposed by the funding agency. The following are the 2016 Title X Program Priorities and Key Issues.

2016 Program Priorities

- 1) Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families. This includes ensuring that the sub-recipient has the capacity to support implementation (e.g., through staff training and related systems changes) of the Title X program guidelines throughout their Title X services projects, and that project staff have received training on Title X program requirements;
- 2) Assessing clients' reproductive life plan as part of determining the need for family planning services, and providing preconception services as stipulated in **QFP**²;
- 3) Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with Title X program requirements and the 2014 QFP. These services include, but are not limited to, contraceptive services, pregnancy testing and counseling, services to help clients achieve pregnancy, basic

² Providing Quality Family Planning Services ("**QFP**").

infertility services, sexually transmitted disease (**STD**) services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;

- 4) Ensuring that all clients receive contraceptive and other services in a voluntary, client-centered and non-coercive manner in accordance with QFP and Title X requirements;
- 5) Addressing the comprehensive family planning and related preventive health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provided needed services; and
- 6) Demonstrating that the project infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
 - Incorporation of certified Electronic Health Records (**EHR**) systems that have the ability to capture family planning data within structured fields;
 - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers assisted and enrolled; and
 - Evidence of the ability to provide comprehensive primary care services onsite or demonstration of formal robust linkages with comprehensive primary care providers.

2016 Key Issues

- 1) Incorporation of the 2014 Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP;
- 2) Efficiency and effectiveness in program management and operations;
- 3) Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (**LARC**), other pharmaceuticals, and laboratory tests preferably on site;
- 4) Establishment and use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- 5) Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- 6) Incorporation of the National HIV/AIDS Strategy (**NHAS**) and CDC's "Revised Recommendation for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- 7) Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (**FPAR**)), reporting and analysis for internal use in monitoring staff and program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

XIV. ASSURANCES. Contractor represents and warrants that it will comply with:

- 1) The intent of the Title X Family Planning Program, is that clients served must be in need of the Services. Sterilization is not funded under this Contract.

- 2) Title X Assurances including, without limitation, the rules and regulations contained in the Code of Federal Regulation (“**CFR**”) 2 CFR Part 200 and 45 CFR Part 75.
- 3) The standards established in the current Manual.
- 4) Subpart A, Part 59, of the Title X Rules and Regulations, Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other DHHS rule or regulation governing the provision of the Services or the performance of the Contractor under this Contract.
- 5) “**Program Income**” and “**Contractor Contribution**” are thoroughly defined in Office of Management and Budget (“**OMB**”) Circular A-110. The Contractor Contribution means the amount of total revenue exclusive of Title X income. It includes Program Income (i.e. third party payments for services and patient collection fees), donations, Title V (MCH Block Grant), local and State government contributions, agency in-kind and agency contributions. The Contractor Contribution, including in-kind, can only be from non-Federal funds excluding Title V, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. The Contractor Contribution must be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds.
- 6) The Title X grant is the payer of last resort. Title X funding is not to be used for services that can be reimbursed by other sources such as third party payers, state, or other federal programs. It is expected that a large portion of the family planning program’s revenue will come from third party payments, revenues received from client fees and client donations, and agency contributions. Title X funds may be used to support the provision of family planning clinical services for un- and under-insured clients, staff training and development, Quality Assurance and Quality Improvement activities, participation in performance improvement projects, publicity and outreach, IT support for encounter and fiscal reporting, staff salaries, and other infrastructure costs.
- 7) Title X will subsidize services for fertile adults and adolescents in need of family planning services with an income at or below 250% of the current Federal Poverty Level (FPL).
- 8) Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
- 9) Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.
- 10) Not provide abortions as a method of family planning.
- 11) Title X funds shall not be used in whole or in part to advocate or promote gun control.

XV. **CONSIDERATION.** The Partnership-approved Contractor’s total 2016-2017 Family Planning Program Budget (“**Budget**”), which includes all revenues and expenses for Title X-funded site(s) is attached hereto as Attachment 3 and incorporated herein.

Additional conditions include the following:

- 1) Indirect costs shall not exceed 15% of the total program direct costs. In order to charge indirect costs, Contractor agrees to submit a current Federally approved Indirect Rate letter or be limited to the de minimis indirect cost rate of 10%.
- 2) Salary Limitation – Title X funds shall not be used to pay the salary of an individual at a rate in excess of the Federal Executive Level II pay scale amount of \$183,300.
- 3) Partnership agrees to disburse monies in the total amount of **\$733,129** during the Term to Contractor as compensation for Contractor's Services ("**Compensation**"). Compensation shall be disbursed incrementally commensurate with even distribution of funds throughout the course of the Term (e.g., with proper documentation of expenses, Partnership will reimburse in no more than 1/12 increments for the Term month to date).
- 4) Compensation shall be altered based on conditions contained in Attachment 4, "**Performance Compensation**", attached hereto and incorporated herein.

Disbursement of Compensation is contingent upon all of the following:

- 1) Partnership's receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period;
- 2) Partnership's sole determination of satisfactory Contractor performance of the Contract including all statements of work, under the terms of a fully executed Contract;
- 3) Partnership shall inform Contractor within three working days of any notice received by it from DHHS of any intent by DHHS to reduce the amount of available funds;
- 4) Partnership's receipt of the Arizona Family Health Partnership Request for Title X Contract Funds Form attached as Attachment 8, from the Contractor on a monthly or quarterly basis;
- 5) Timely submission to Partnership by Contractor of financial, encounter, and statistical reports required by the Manual.;
- 6) Contractor must have a financial management system in place to be able to effectively segregate grant funds, revenue, and expenses;
- 7) Contractor agrees to provide Contractor contribution funds in the amount of **\$1,347,098**, contingent upon availability of Pima County general funds. Contractor will identify and submit in writing to Partnership the source and allocation of said funds in the Contractor's Budget attached as Attachment 3 and incorporated herein;
- 8) Contractor agrees to submit a list of any subcontractors and/or independent consultants providing Title X-covered services to be incorporated when provided by Contractor within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Contractor will submit a copy of subcontractor or consultant agreements pertinent to this Contract within 30 days of

their execution, each shall be attached hereto as Attachment 10. Contractor shall ensure that all subcontractors and/or consultants are insured, as required herein, and comply with all applicable Title X Regulations and guidelines; and

- 9) All family planning program-related income received by Contractor is committed to the family planning program and requires Partnership's expenditure approval in the Budget or by subsequent budget modification. In accepting this Contract, Contractor stipulates that the Contract and any activities thereunder are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Contract as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 effective December 26, 2014, as amended from time to time.

XVI. RECORDS, ACCOUNTS AND AUDITS. Contractor shall maintain records and accounts, including property, personnel, and financial records in such form, format and content as to comply with the provisions of 2 CFR Part 200 and 45 CFR Part 75. Records for funds disbursed and Services rendered under this Contract and related program income shall be available for review and examination by the Partnership and DHHS. These records shall be made available for examination during normal business hours and shall be retained at Contractor's location for the time periods specified in 45 CFR Part 42 with the exception of patient medical records which must be retained for at least seven years. Records for nonexpendable personal property must be retained for three years after final disposition. Contractor will provide Partnership with a copy of its independent audit as follows:

- 1) Audits will be in compliance with the General Accounting Office (GAO) standards.
- 2) Non-governmental recipients shall provide an annual audit, conducted in accordance with 2 CFR part 200 sub Part F.
- 3) Contractor's financial statements and auditors' reports will be provided by Contractor to Partnership within 30 days of approval of reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to 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.
- 4) Contractor must inform Partnership in a timely manner of Contractor's response to the audit recommendations so the Partnership can exercise its responsibilities. This written documentation will include plans for future action, as well as explanations of refutations. The findings and recommendations in Contractor audits will be reviewed as part of the Partnership's independent audit, to determine the responsiveness of Contractor actions.
- 5) For Contractors required to complete a Single Audit, expended Title X funds should be reported on the Schedule of Expenditures of Federal Awards (**SEFA**) under the Catalog of Federal Domestic Assistance (**CFDA**) number 93.217.

If any litigation, claim, negotiation, audit or other action involving Contractor's records has commenced relating to the Services within four years of the Term, Contractor shall notify

Partnership within 30 days of such action and Contractor shall retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four years after the end of the Term, whichever is later.

XVII. REPORTING REQUIREMENTS. Monthly or quarterly financial reports must be submitted through the Partnership's Program Information Management System (PIMS). Encounter data must be submitted through the Partnership's Centralized Data System (CDS).

- 1) Contractor is responsible to ensure that clean and complete encounter data is received by Partnership no less frequently than on a monthly basis and is due 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.
- 2) Contractor will submit to Partnership financial reports and any special project report(s) for the following periods and by the following due dates:

Financial Reporting Period	Due Date
April 1 – June 30, 2016	July 25, 2016
July 1 – September 30, 2016	October 25, 2016
October 1 – December 31, 2016	January 25, 2017
January 1 – March 31, 2017	April 25, 2017

- 3) Contractor will submit to Partnership additional statistical or program information as requested or required by DHHS so Partnership may respond to any DHHS imposed deadlines for such response(s).

XVIII. TRAINING AND TECHNICAL ASSISTANCE. Contractor represents and agrees that all Contractor staff members, consultants, and subcontractors working with Title X clients shall receive Title X and family planning training appropriate for each individual's involvement in the Project. Additionally, all Contractor staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting and human trafficking. Contractor shall be responsible for maintaining a log of training participants to document that Contractor's staff members, consultants, and subcontractors are appropriately trained for the duties they perform. Partnership agrees to provide consultation and technical assistance to Contractor as mutually agreed upon in writing by Partnership and Contractor, but Partnership shall not be responsible for any conduct of any Contractor's officers, agents, employees, or subcontractors.

XIX. DELEGATES' MEETINGS. Contractor must participate in three Delegates' Meetings held during the Term of this Contract. Contractor's staff attending Delegates' Meetings must be persons with managerial responsibilities related to the Contract ("**Authorized Staff**"). Authorized Staff must attend a minimum of two Delegates' Meetings in person. At a minimum, one family planning clinician must attend a clinician training that will coincide with one of the in person Delegates' Meetings. Authorized Staff may participate in the remainder of the meetings by teleconference or webinar.

XX. PROGRAM AND/OR BUDGET MODIFICATIONS. Any requests to modify the Contract and/or any Attachment must be submitted in writing by Contractor and must be approved by Partnership

prior to implementation subject to the Partnership's sole and absolute discretion. Contractor must submit written requests for any change in the Project including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, Budget, and/or Contract. Partnership will determine whether changes require Contract revision or amendment.

Contractor must submit Budget modification requests for prior approval by the Partnership in the following instances:

- 1) Partnership allocations of additional funds beyond the specified base amount, Partnership requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed;
- 2) Partnership reductions of amounts to be reimbursed; and/or
- 3) Changes to Budget representing a variance of 10% of any individual Budget category.

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

Within 15 days of change, Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Title X program directors.

XXI. PROPERTY MANAGEMENT. Contractor shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Contract. 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 Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of Partnership or DHHS.

XXII. INDEMNIFICATION AND INSURANCE. Contractor shall provide proof of coverage of a Medical Malpractice Professional Liability Insurance Policy in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants ("Certificate of Insurance") attached as Attachment 9. The Contractor is self-insured and assumes responsibility for all liabilities that have been properly determined to exist. Proof of self-insurance, which names Partnership as an additional insured, under said insurance policy, must be returned to Partnership with this signed contract and will be incorporated as Attachment 9. Medical professionals not covered under Contractor's policy shall provide County with proof of Medical Malpractice Professional Liability Insurance upon retention.

To the extent permitted by law, Contractor agrees to indemnify and hold harmless Partnership, its officers, agents and employees, against any and all suits and/or claims or liability for damages to the extent that they arise solely from any activity of Contractor's officers, employees, agents, subcontractors, or other personnel performing services for the Contractor under the provisions of this Contract and for the costs of defense thereof to the extent that such suits and/or claims or liability for damages do not fall within the coverage provided under its Medical Malpractice Professional Liability insurance policy. Contractor will submit a copy of subcontractor agreements pertinent to this contract to Partnership as requested.

To the extent permitted by law, Contractor agrees to reimburse Partnership for any monies which 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 Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Partnership will appropriately invoice or file a claim with Contractor for any such reimbursement by Contractor, and Contractor shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to Partnership.

The indemnification provided herein shall survive the termination of this Contract.

- XXIII. PUBLIC SCRUTINY. Contractor shall immediately notify Partnership of any claims or lawsuits or any situations involving Title X clients or resources in which the Project may undergo any public scrutiny.
- XXIV. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST. The parties hereto agree that Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the Partnership. Contractor warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between Contractor's officers, agents or employees. Contractor shall 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. If the Partnership concludes in its sole and absolute discretion that a conflict of interest exists or if Contractor's officers, agents or employees violate the terms of this section, Partnership may terminate this Contract.
- XXV. PERSONNEL. Contractor's officers, agents, or employees shall not deploy themselves so as to receive multiple payments from Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to Contractor or its officers, agents or employees. If Partnership concludes in its sole and absolute discretion that Contractor or its officers, agents or employees have violated the terms of this section, Partnership may terminate this Contract.
- XXVI. ASSIGNMENT. Contractor may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Contract without the written consent of the Partnership. Any such assignment shall comply with all applicable state and federal regulations or statutes.
- XXVII. LICENSES. Contractor and each of its employees, agents and subcontractors shall 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 Services hereunder.
- XXVIII. TERMINATION OF CONTRACT. If, through any cause, Contractor shall materially fail to fulfill in a timely and proper manner its obligations under this Contract; if the Contractor shall materially violate any of the covenants, agreements, or stipulations of this Contract; or, if the funding from DHHS is terminated or reduced, the Partnership shall thereupon have the right to terminate this Contract in whole or in part by giving written notice to the Contractor of such termination and specifying the effective termination date thereof. Said termination shall not be deemed a breach

of contract by Partnership. Such notice may provide for a minimum of 10 days during which Contractor shall have the opportunity to cure deficiencies as stipulated by Partnership. If Contractor has an unencumbered balance of cash disbursed under this Contract at the close of the Term, then that cash balance must be returned to Partnership. If Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Contractor, Contractor shall have the right to terminate this Contract by giving written notice to Partnership signifying the effective date thereof. Contractor may terminate this Contract for any other reason by providing Partnership with at least 90 days written notice. In the event of termination of this Contract, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by Contractor under this Contract shall, at the option of Partnership, become its property or be disposed of in accordance with Partnership's procedures or instructions; and Contractor shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract. Notwithstanding the above, Contractor shall not be relieved of liability to Partnership for damages sustained by Partnership by virtue of any material breach of this Contract that is incurred by Contractor and Partnership may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from Contractor is agreed upon or otherwise determined. Final payment to the Contractor is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Delegate Closeout Checklist.

XXIX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The parties acknowledge that 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. The Partnership acknowledges that it may obtain confidential personal health information of patients of Contractor in the course of the Partnership's performance under the terms of this Agreement. "**Confidential personal health information**" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with Contractor, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Contractor's program. The Partnership agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Contract.

In addition, Partnership agrees that:

- 1) Any confidential personal health information that Partnership may obtain shall remain the sole property of Contractor.
- 2) Partnership shall establish and maintain procedures and controls that are acceptable to Contractor to assure that no confidential personal health information contained in its records or obtained from Contractor or from others in carrying out its functions under this Contract shall be used by or disclosed by Partnership, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Contract.
- 3) Partnership shall not remove any identifying personal health information from Contractor's premises.

- 4) Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Partnership as needed for the performance of its duties under this Contract or to Contractor.

- XXX. COMPLIANCE WITH ALL LAWS. The parties shall comply with all federal, state, and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Contract and the laws and regulations of the state of organization of the Contractor, that are not inconsistent with applicable federal laws.
- XXXI. GOVERNING LAW. Any action relating to this Contract shall be brought in a court of the State of Arizona in the county in which the Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Contractor's obligation under the Contract during the Term shall apply but do not require an amendment.
- XXXII. TERMINATION DUE TO NON-APPROPRIATION. Notwithstanding any other provisions in this Contract, this Contract may be terminated by Partnership if Contractor's governing body does not appropriate sufficient monies to provide the Services or if grant funds are terminated or reduced for the purpose of maintaining this Contract. In such an event, Contractor will notify Partnership of its inability to appropriate the requisite funds and Partnership may, at its discretion, terminate this Contract pursuant the termination provisions set forth in above in Section XXVIII.
- XXXIII. INTANGIBLE PROPERTY AND COPYRIGHT. Contractor will ensure that publications developed under the Project do not contain information that is contrary to Program Requirements or to accepted clinical practice. Federal and Partnership grant support must be acknowledged in any publication. Contractor will provide obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. 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 shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Partnership to reproduce, publish, or otherwise use such materials for Federal or Partnership purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].
- XXXIV. INVENTIONS OR DISCOVERIES. The Projects undertaken pursuant to this Contract must comply with government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.
- XXXV. NON-DISCRIMINATION. Contractor is 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, and Title I of the Americans with Disabilities Act. These policies should include, but need not be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, and grievance procedures. Contractor 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)].

Contractor must also have written policies that are consistent with the 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)

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

Notices to the Partnership shall be addressed to:

Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue
Suite 1120
Phoenix, Arizona 85012

Notices to Contractor shall 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.

- XXXVII. ALTERATION OF TERMS. The Contract, together with Attachments attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall 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, shall be valid unless made in a writing that is formally approved and executed by the parties.

- XXXVIII. GENERAL TERMS AND CONDITIONS. Contractor agrees to accept such additional conditions imposed by DHHS governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by DHHS. The Partnership shall provide prompt written notice to Contractor of such conditions.

Contractor understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Contract.

- XXXIX. ATTACHMENTS. All Attachments to this Contract are hereby incorporated herein by this reference.

- XL. EXECUTION. This Contract shall 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.

CONTRACTOR:

Signature

Name

Title

Agency

86-6000543
Employer ID Number (EIN)

Date

ATTEST:

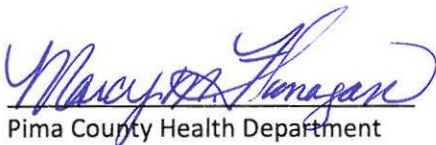
Clerk, Board of Supervisors

APPROVED AS TO FORM:



Deputy County Attorney
(Subject to Contractor's Addendum)

REVIEWED BY:



Pima County Health Department

PARTNERSHIP:

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

Date

**CONTRACTOR'S ADDENDUM
ARIZONA FAMILY HEALTH PARTNERSHIP
FAMILY PLANNING PROGRAM CONTRACT
PERIOD: 04/01/2016-03/31/2017**

- XLI. CANCELLATION FOR CONFLICT OF INTEREST. This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.



AFHP AGENCY HEALTH CENTER REPORT

Agency Name : Pima County Health Department
Grant Name: ARIZONA GRANT
Revised Date : 02/17/2016
Date : 02/22/2016

Name	Address	Office Hours	Clinic Hours	Number of Clients	Status	Applied Years
Theresa Lee Public Health Center	Address : 1493 W. Commerce Court City : Tucson State : Arizona ZipCode : 85746 Phone Number : 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	2905	Opened	2015, 2016, 2017
South Clinic	Address : 175 W. Irvington City : Tucson State : Arizona ZipCode : 85714 Phone Number : 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	829	Closed (31st December, 2015)	2014, 2015
North Clinic	Address : 3550 N. 1st Ave., STE 300 City : Tucson State : Arizona ZipCode : 85719 Phone Number : 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	3692	Opened	2014, 2015, 2016, 2017

Mobile Unit - Special Events	Address : 3950 S. Country Club Rd City : Tucson State : Arizona ZipCode : 85714 Phone Number : 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	60	Opened	2014, 2015, 2016
Mobile - Highschools	Address : 3950 S. Country Club Rd City : Tucson State : Arizona ZipCode : 85714 Phone Number : 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	350	Opened	2014, 2015, 2016
East Clinic	Address : 6920 E. Broadway, STE E & A City : Tucson State : Arizona ZipCode : 85710 Phone Number : 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	1184	Closed (30th November, 2015)	2014, 2015

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 : 2016

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

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				

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

2016 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: Mobile - Highschools
Name of Person filling out form: Erica Smith
Date: 02/22/2016
Revision Date: 02/17/2016

Title X Family Planning Users:

Unduplicated Female Users : 182
 Unduplicated Male Users : 168
****Total Unduplicated Females & Males : 350**

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

19 years and under : 350
 Total Unduplicated Teens : 350

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 350
 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 % : 350**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
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

2016 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: Mobile Unit - Special Events
Name of Person filling out form: Erica Smith
Date: 02/22/2016
Revision Date: 02/17/2016

Title X Family Planning Users:

Unduplicated Female Users : 36
 Unduplicated Male Users : 24
 **Total Unduplicated Females & Males : 60

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

19 years and under : 20
 Total Unduplicated Teens : 20

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 60
 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 % : 60

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	24	18	42
99202	2	3	5
99203			
99204			
99205			
99211	18	5	23
99212			
99213			
99214			
99215			
Total Number of Client Visits*:	44	26	70

* 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

2016 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: North Clinic
Name of Person filling out form: Erica Smith
Date: 02/22/2016
Revision Date: 02/17/2016

Title X Family Planning Users:

Unduplicated Female Users : 2922
 Unduplicated Male Users : 770
****Total Unduplicated Females & Males : 3692**

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

19 years and under : 593
Total Unduplicated Teens : 593

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 2760
 Between 101 and 138% : 447
 Between 139 and 200% : 262
 Between 201 and 250% : 87
 At or above 251% : 136
****Total Unduplicated clients by FPL % : 3692**

<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
Total Number of Client Visits*:	3701	792	4493

* 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

2016 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: Erica Smith
Date: 02/22/2016
Revision Date: 02/17/2016

Title X Family Planning Users:

Unduplicated Female Users : 2111
 Unduplicated Male Users : 794
****Total Unduplicated Females & Males : 2905**

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

19 years and under : 484
 Total Unduplicated Teens : 484

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 2162
 Between 101 and 138% : 353
 Between 139 and 200% : 220
 Between 201 and 250% : 70
 At or above 251% : 100
****Total Unduplicated clients by FPL % : 2905**

<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: Erica Smith
 Date: 02/22/2016
 Revised Date: 02/22/2016
 Reporting Period: Annual Budget (April 1, 2016 - March 31, 2017)

Annual Budget Form 2016 : Expenses Summary

EXPENSES	2015 Budget	2016 Title X Funds	2016 Non Title X Funds	2016 Total Program Budget
1. Personnel	\$1083035.11	\$454390.44	\$698798.70	\$1153189.14
2. Fringe Benefits	\$369873.73	\$157195.91	\$226177.82	\$383373.73
3. Travel	\$1500.00	\$7500.00	\$0.00	\$7500.00
4. Equipment	\$18750.00	\$0.00	\$1000.00	\$1000.00
5. Supplies	\$210163.33	\$47633.65	\$150000.00	\$197633.65
6. Contractual	\$148275.00	\$0.00	\$129075.00	\$129075.00
7. Occupancy	\$130697.00	\$0.00	\$130697.00	\$130697.00
8. Other	\$20700.00	\$0.00	\$11350.00	\$11350.00
9. Indirect	\$48979.17	\$66409.00	\$0.00	\$66409.00
TOTAL EXPENSES	\$2031973.34	\$733129.00	\$1347098.52	\$2080227.52

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

Completed By : Erica Smith



AFHP AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pima County Health Department
 Grant Name: ARIZONA GRANT
 Name of Person filling out form: Erica Smith
 Date: 02/22/2016
 Revised Date: 02/22/2016
 Reporting Period: Annual Budget (April 1, 2016 - March 31, 2017)

Annual Budget Form 2016 : Revenue Summary

REVENUE	2015 Budget	2016 Title X Funds	2016 Non Title X Funds	2016 Total Program Budget
1) Federal Grants				
1. Title X - Base	\$733129.00	\$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)	\$99011.00	\$0.00		\$0.00
Sub Total of Federal Grants	\$832140.00	\$733129.00	\$0.00	\$733129.00
2) Payment For Services				
1. Patient Collections/Fees	\$45000.00		\$60000.00	\$60000.00
3) Third Party Payers				
1. Medicaid (Title XIX)	\$15000.00		\$15000.00	\$15000.00
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		\$0.00	\$0.00
Sub Total of Third Party Payers	\$15000.00	\$0.00	\$15000.00	\$15000.00
4) Other Sources				
1. Title V (MCH Block Grant)	\$0.00		\$0.00	\$0.00
2. Local Government	\$994164.34		\$1139429.52	\$1139429.52
3. State Government	\$0.00		\$0.00	\$0.00
4. Client Donations	\$48000.00		\$35000.00	\$35000.00
5. Agency In Kind	\$97669.00		\$97669.00	\$97669.00
6. Agency Contribution (Non-County agencies only)	\$0.00		\$0.00	\$0.00
7. Other (Specify)	\$0.00		\$0.00	\$0.00
Sub Total of Other Sources	\$1139833.34	\$0.00	\$1272098.52	\$1272098.52
TOTAL REVENUE	\$2031973.34	\$733129.00	\$1347098.52	\$2080227.52

Attachment 4: PERFORMANCE COMPENSATION

STATEMENT OF WORK - Title X Comprehensive Family Planning Services

Contractor shall perform the functions and services identified in Attachment 1 (“AFHP Agency Health Center Report”), during the 12 months of the Contract Term, in accordance with the Title X Regulations, Program Requirements, the Partnership’s Title X Program Standards and Policy Manual, and all other regulations applicable, and as described in Contractor's 2016 Client Data Summary (Attachment 2). Contractor shall provide, at a minimum, Title X-covered services to **7,007** unduplicated clients. 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.

In the event that less than 100%, but **at least 97%** of clients are served, Contractor shall earn the Contract amount provided that Contractor contribution funds in the amount of **\$1,347,098**, contingent upon availability of Pima County general funds, are expended in full and that Contractor’s total Title X family planning program revenue equals the total Title X family planning program expenses. In the event that Contractor serves less than 97% of clients, the base Title X funding will be reduced by **\$104** for each client below the 97% threshold.

Contractor may be eligible for a portion of one-time funds (when available through DHHS) in the current contract year if **97%** of the contracted unduplicated client number is met by March 1st, 85% of female clients 24 and younger are screened for Chlamydia annually, Contractor participates in all required Delegates’ Meetings (Clinicians and Program Managers), and encounter data and fiscal reports are submitted on time.

Public Health Service, HHS**Pt. 59**

(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.¹

(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.

(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

¹Section 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."

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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

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(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]

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(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.¹ 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.

¹Applications 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]

42 CFR Ch. I (10–1–00 Edition)**§ 59.207 Payments.**

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 grant-ee 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;