



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Family Health Partnership (AFHP)

***Project Title/Description:**

The purpose of the Family Planning Services Program is to assist in the operation of voluntary family planning services. The Pima County Health Department receives Title X funding through AFHP, a non-profit organization.

***Purpose:**

The federal Family Planning Program (Title X) was enacted by Congress in 1970 to offer a broad range of effective family planning methods and related services to low income individuals. This contract provides \$500,000 to serve 4,000 unduplicated clients from April 1, 2022 to March 31, 2023 with family planning services.

***Procurement Method:**

This grant / revenue contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal of the Title X program is to improve pregnancy planning and spacing, and prevent unintended pregnancies through increased awareness of the importance of preconception care, increased access to family planning services, a decrease in unintended and teen pregnancy rates, an increase in screening, and a decrease in STD rates.

During the 2021-2022 program year, Pima County Health Department served 3,805 unduplicated clients. Family Planning services throughout the state of Arizona were significantly impacted by the COVID-19 pandemic during the 2021-2022 program year. COVID-19 precautions continued to impact client volume resulting in an approximately 41% reduction in clients from the grant target from previous non pandemic years, and 23% was cut from the total Family Planning budget due to the ongoing pandemic response and anticipated decreased client counts. However, the 2021-2022 program year saw an 11% increase in client volume compared with the 2020-2021 program year, which indicates clients are starting to seek out these services once again. Thus far, the program is on track to exceed the client count target for this grant year.

***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, an estimated \$7.09 in public expenditures is saved.

***Metrics Available to Measure Performance:**

Metrics for the Title X program include:

- Number of unduplicated clients served;
- Family planning methods availability on-site or by referral;
- Appropriate screening is done for sexually transmitted diseases; and
- Follow up of positive screenings is done in accordance with the latest clinical guidelines.

***Retroactive:**

Yes. The Contract was received from AFHP on May 31, 2022. It is effective April 1, 2022. AFHP needs to wait until they have the federal award before they can provide sub-award documents. PCHD processed the contract as soon as possible. If not approved, Pima County residents will not have access to these valuable family planning services.

*but approved
6/15/22
(signature)*

Contract / Award Information

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

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ Amendment

Document Type: GTAW Department Code: HD Grant Number (i.e.,15-123): 22-140

Commencement Date: 04/01/2022 Termination Date: 03/31/2023 Amendment Number: 00

☒ Match Amount: \$ up to \$750,000, 10% required ☒ Revenue Amount: \$ 500,000***All Funding Source(s) required:** Title X of the Public Health Service Act (federal funding from the Department of Health and Human Services) via Arizona Family Health Partnership***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☒ Yes ☐ No If Yes \$ 750,000 % 10***Funding Source:** See Att 3. Includes patient fees, third party payers, in kind, and Health special revenue***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Via Arizona Family Health Partnership

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature/Date:  6/14/22Deputy County Administrator Signature/Date:  20 June 2022County Administrator Signature/Date:  20 June 2022
(Required for Board Agenda/Addendum Items)

Off 6/20/22

ARIZONA FAMILY HEALTH PARTNERSHIP FAMILY PLANNING PROGRAM CONTRACT

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

RECITALS

WHEREAS, the Partnership has received Grant # 1 FHPA006520-01-00 (the “**Grant**”) dated March 23, 2022, from the Office of Population Affairs (“**OPA**”) and the United States Department of Health and Human Services (“**DHHS**”), to provide family planning and related preventative health services to eligible clients in the State of Arizona;

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

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

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

AGREEMENT

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

ARTICLE I TERM AND STATEMENT OF WORK

1.1 Term. The Contract will begin on **April 1, 2022 and terminates March 31, 2023**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”).

1.2 Services and Standards. The Contractor will provide **4,000** unduplicated clients the comprehensive sexual and reproductive services identified in the AFHP Agency Health Center Report (the “**Family Planning Services**”), attached as Attachment 1. The Family Planning Services will be performed in strict compliance with Title X and:

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

1.2.2 The Contractor’s total 2022-2023 Family Planning Program Budget (“**Budget**”), which includes all revenues and expenses for the Contractor’s Title X-funded site(s). The Budget is attached as Attachment 3.

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

1.2.4 OPA Program Policy Notices (“**Program Notices**”) attached as Attachment 5;

1.2.5 The Partnership’s Title X Program Standards and Policy Manual (the “**Manual**”), including the Legislative Mandates referenced therein, attached as Attachment 6; and

1.2.6 All other applicable federal and State laws and regulations.

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

1.4 Subcontractors. The Contractor will submit a list of any subcontractors and/or independent consultants providing Family Planning Services within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Each will be attached as Attachment 7. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the Manual, Program Notices, and any other applicable laws and requirements.

ARTICLE II REIMBURSEMENT

2.1 Reimbursement. The Partnership will reimburse a portion of the Contractor’s Budget for properly documented and allowable costs to provide the Family Planning Services (“**Reimbursement**”). The total Reimbursement payments by the Partnership will not exceed **\$500,000** (“**Reimbursement Award**”). Notwithstanding the foregoing, if Contractor has complied with all provisions of this Contract and Partnership receives additional discretionary funds through DHHS, Partnership may, in its sole discretion and upon written notice to Contractor, pay Contractor a one-time supplementary award in addition to the Reimbursement Award (“**Supplementary Award**”). The Contractor will not receive any Reimbursement until it identifies in writing and submits to the Partnership the source and allocation of up to **\$750,000** (“**Contractor Contribution**”) to satisfy its Budget. At a minimum, the Contractor Contribution must constitute at least ten percent (10%) of the Budget. An amendment to the Contract is not required for the Partnership to provide Contractor with the Supplementary Award, and the amount of the Supplementary Award may be provided to Contractor in the form of a reduction in Contractor Contribution without an amendment. The Contractor Contribution must: (i) be from non-Federal funds; (ii) be allowable by Federal regulations; (iii) cannot be used by more than one project; and (iv) must be auditable. The Contractor Contribution may include third party payments for Family Planning Services and patient collection fees, donations, local and State government contributions, agency in-kind and agency contributions. Reimbursement is contingent on: (i) the Contractor’s satisfactory performance of the Family Planning Services and terms of this Contract, which determination will be in the Partnership’s sole discretion; and (ii) the Partnership’s receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period.

2.1.1 Reduction of Reimbursement Award. If Contractor provides Family Planning Services for less than 100%, but at least 97% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the Contractor will earn the full Reimbursement Award, provided that the Contractor Contribution are expended in full and that the Contractor's total Title X family planning revenue equals the total cost of providing the Family Planning Services. If the Contractor serves less than 97% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the base Reimbursement will be reduced by \$125 for each client below the 97% threshold.

2.2 Reporting and Reimbursement Procedure. On a monthly or quarterly basis, the Contractor will submit the Arizona Family Health Partnership Request for Title X Contract Funds Form (the "**Reimbursement Request**") to the Partnership, indicating the total funds used during that period. The Reimbursement Request is attached as Attachment 8. Within 30 days of receipt and approval of the Reimbursement Request and financial report as described in 2.2.2 by the Partnership, the Partnership will pay the Reimbursement. If the Contractor fails to deliver the Reimbursement Request or the following reports at the appropriate times, or otherwise comply with the terms of this Contract, the Partnership may, upon reasonable notice, suspend Reimbursement until such reports are delivered to and approved by the Partnership:

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

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

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

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

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

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

2.3.3 Indirect costs over 10% of the total program direct cost. (To charge indirect costs, the Contractor must submit a current Federally approved Indirect Rate letter or be limited to the de minimis indirect cost rate defined in 2 C.F.R. § 200.414);

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

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

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

2.3.7 Advocating or promoting gun control; or

2.3.8 As described in 2 C.F.R. § 200.216, the Reimbursement may not be used to procure, obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

ARTICLE III
THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

3.1 Title X System. The Contractor has had the opportunity to review the Title X Regulations and Manual, and fully understands the Partnership's and Title X requirements for receiving Reimbursement. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

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

3.3 HIPAA Compliance. The Contractor is a Covered Entity as defined in 45 C.F.R. § 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 is neither a Covered Entity nor business associate under HIPAA; however, the Partnership acknowledges that it is subject to the privacy and security requirements imposed on Grantees by DHHS under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, the Partnership will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

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

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable, and the required equal opportunity clauses contained therein are hereby incorporated by reference.

ARTICLE IV
COVENANTS

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

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

4.1.2 The Transparency Act (2 C.F.R. Part 170);

4.1.3 2 C.F.R. Part 200 or 45 C.F.R. Part 75 (DHHS Grants Administration regulations), as applicable;

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

4.1.5 The Consolidated Appropriations Act, 2020 (Public Law 116-93), enacted December 20, 2019, and all subsequent Continuing Resolutions;

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

4.1.7 Requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

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

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

4.4 Retention of and Access to Records; Audit.

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

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

facility and to the Contractor's personnel for interview and discussion related to such documents. The Contractor will, upon request, transfer certain records to the custody of the Partnership or DHHS.

4.4.3 The Contractor agrees to permit the Partnership and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements. If the Partnership identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning Services, the Partnership will notify the Contractor of such deficiencies. The Partnership, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, the Partnership may grant the Contractor a reasonable time period to correct or eliminate such deficiencies; provided that in no case will the time allowed exceed twelve (12) months from the day of notice of the deficiency.

4.4.4 At the end of each of the Contractor's fiscal years, the Contractor will have an external audit performed, including of its Reimbursement, in accordance with the provisions of OMB Circular A-133 for a single audit, if applicable, and U.S. GAAP. For Contractors required to complete a Single Audit, expended Title X funds must be reported on the Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.217. Non-governmental contractors Audit will be conducted in accordance with 2 CFR Part 200 Subpart F. The Contractor will provide to the Partnership the Contractor's financial statements and auditors' reports within 30 days of receipt of such reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to the Partnership must contain all financial statements, footnotes, schedule of federal financial assistance, auditor's opinion on the financial statements and schedule, all reports on internal controls and compliance, a copy of the management letter from the Contractor's audit firm, and a copy of any responses to the management letter or findings. If a corrective action plan is required, the Partnership reserves the right to request additional information regarding the corrective action plan, if any. The Contractor agrees to promptly implement such corrective action plan, including any recommendation made by the Partnership.

4.5 Litigation. The Contractor will notify the Partnership in writing within thirty (30) days of notice of any litigation, claim, negotiation, audit or other action, including violations of Federal criminal law involving fraud, bribery, or gratuity violations, involving the Family Planning Services or Reimbursement, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later. Any notice regarding violations of Federal criminal law involving fraud, bribery, or gratuity must be sent in writing to the Partnership at the address provided at Section 7.5, and to the DHHS OIG at the following addresses:

HHS OASH Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES
PO Box 23489
Washington, DC 20026

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

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

4.8 Required Meetings. The Contractor must participate in three (3) meetings with the Partnership held during the Term of this Contract. The Contractor’s staff attending such meetings must be persons with managerial responsibilities related to the Contract. Additionally, one family planning clinician must attend a clinician training that will coincide with one of the meetings.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the Contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachment 9. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

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

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

ARTICLE VI TERMINATION AND AMENDMENT

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

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

6.1.2 Termination by the Partnership. The Partnership may terminate this Contract or suspend Reimbursement, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. The Partnership may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite

any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. The Partnership has been informed by DHHS that the Grant provides funding for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom the Partnership may pay or distribute monies to under this Contract), whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered ("***DHHS Funding Termination Date***"). Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

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

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

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

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

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

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

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

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

6.2.7 Partnership's exercise of Supplementary Award pursuant to Section 2.1 does not require an amendment to this Contract.

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

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

Notices to the Partnership will be addressed to:
Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue

Suite 1120
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:
Theresa Cullen, MD, Director
Pima County Health Department
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714

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

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a manner that most closely matches the intent of the provision without making it unenforceable.

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

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

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

[Signatures to follow on next page]

[Remainder of page left intentionally blank]

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

CONTRACTOR:

PARTNERSHIP:

Signature

Chair, Board of Supervisors

Pima County

86-6000543
Contractor ID Number (EIN)

DUNS#: 144733792

DUNS Registered Name: Pima County

SAM#: _____

Date

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

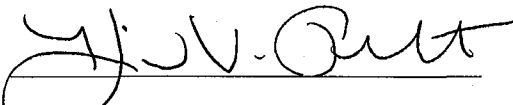
Date

Please see following page for additional signatures.

PIMA COUNTY

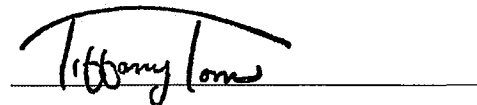
Clerk, Board of Supervisors

APPROVED AS TO CONTENT



Health Department Director

APPROVED AS TO FORM



Deputy County Attorney



AFHP AGENCY HEALTH CENTER REPORT

Agency Name : Pima County Health Department
Grant Name: ARIZONA GRANT
Revised Date : 05/23/2022
Date : 05/24/2022

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	2000	Opened	2015, 2016, 2017, 2018, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, April 2022-March 2023, Sept 2018-March 2019
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		Closed (31st December, 2015)	2014, 2015, 2018

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	1700	Opened	2014, 2015, 2016, 2017, 2018, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, April 2022-March 2023, Sept 2018-March 2019
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	100	Opened	2014, 2015, 2016, 2017, 2018, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, April 2022-March 2023, Sept 2018-March 2019
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	200	Opened	2014, 2015, 2016, 2017, 2018, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, April 2022-March 2023, Sept 2018-March 2019

East Clinic	Address : 6920 E. Broadway, STE A City : Tucson State : Arizona ZipCode : 85710 Phone Number : 5207249660	Monday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM			
		Tuesday - 08:00 AM to 05:00 PM	Tuesday - 08:00 AM to 05:00 PM			
		Wednesday - 08:00 AM to 05:00 PM	Wednesday - 08:00 AM to 05:00 PM			
		Thursday - 08:00 AM to 05:00 PM	Thursday - 08:00 AM to 05:00 PM			
		Friday - 08:00 AM to 05:00 PM	Friday - 08:00 AM to 05:00 PM			

Closed
(31st
March,
2019)

2014, 2015,
2018, Sept
2018-March
2019

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 : April 2022-March 2023

Services	Mobile - Highschools	Mobile Unit - Special Events	North Clinic	Theresa Lee Public Health Center
1) Family Planning Services				
1. Client Education and Counseling				
1.1. Pregnancy Prevention	1	1	1	1
1.2. Pregnancy Achievement	1	1	1	1
2. Family Planning 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, Liletta, Kyleena)	2	2	1	1
2.6. Vaginal Ring (NuvaRing)	2	2	1	1
2.7. Emergency Contraception	1	1	1	1
2.8. Patch	2	2	2	2
2.9. Spermicide (Foams, Films, Suppositories)	3	3	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 Based Methods)	1	1	1	1
2.14. Lactational Amenorrhea	1	1	1	1
2.15. Sexual Risk Avoidance (Abstinence Education)	1	1	1	1
2.16. Implant (Nexplanon)	2	2	1	1

Attachment 1

2) Pregnancy Testing and Counseling as Indicated	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	1	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	1	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	2	2
8. Prenatal vitamins/Folic Acid supplements	1	1	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

Attachment 1

8) Related Preventive Health Services				
1. Clinical Breast Exam as Indicated	1	1	1	1
2. Pelvic Exam as Indicated	1	1	1	1
3. Cervical Cytology with HPV Testing as Indicated	1	1	1	1
4. Genital Exam as Indicated	1	1	1	1
5. HPV Vaccine	2	2	1	1
9) Other Preventive Health Services				
1. PrEP/PEP Services	2	2	2	2
2. Depression Screening	2	2	2	2



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2022-March 2023 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: Mobile - Highschools
Name of Person filling out form: Andrew Rowe
Date: 05/24/2022
Revision Date: 05/23/2022

Title X Family Planning Users:

Unduplicated Female Users : 126
 Unduplicated Male Users : 74
****Total Unduplicated Females & Males : 200**

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

19 years and under : 196
Total Unduplicated Teens : 196

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 200
 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 % : 200**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99202	80	46	126
99203			
99204			
99205			
99211	3	2	5
99212	74	45	119
99213			
99214			
99215			
Total Number of Client Visits*:	157	93	250

* 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

April 2022-March 2023 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: Mobile Unit - Special Events
Name of Person filling out form: Andrew Rowe
Date: 05/24/2022
Revision Date: 05/23/2022

Title X Family Planning Users:

Unduplicated Female Users : 63
 Unduplicated Male Users : 37
****Total Unduplicated Females & Males : 100**

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

19 years and under : 85
 Total Unduplicated Teens : 85

Income Status: Poverty Level Income Percent

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

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99202	48	27	75
99203			
99204			
99205			
99211	18	12	30
99212	11	6	17
99213			
99214			
99215			
Total Number of Client Visits*:	77	45	122

* 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

April 2022-March 2023 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: Andrew Rowe
Date: 05/24/2022
Revision Date: 05/23/2022

Title X Family Planning Users:

Unduplicated Female Users : 1260
 Unduplicated Male Users : 740
****Total Unduplicated Females & Males : 2000**

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

19 years and under : 216
 Total Unduplicated Teens : 216

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1065
 Between 101 and 138% : 400
 Between 139 and 200% : 279
 Between 201 and 250% : 145
 At or above 251% : 111
****Total Unduplicated clients by FPL % : 2000**

Total Number of Visits by CPT Code	Females	Males	Total
99202	514	301	815
99203	28	16	44
99204			
99205			
99211	109	64	173
99212	586	400	986
99213	36	21	57
99214			
99215			
Total Number of Client Visits*:	1273	802	2075

* 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

April 2022-March 2023 CLIENT DATA - SUMMARY

Agency Name: Pima County Health Department - ARIZONA GRANT
Health Center Name: North Clinic
Name of Person filling out form: Andrew Rowe
Date: 05/24/2022
Revision Date: 05/23/2022

Title X Family Planning Users:

Unduplicated Female Users : 1100
 Unduplicated Male Users : 600
****Total Unduplicated Females & Males : 1700**

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

19 years and under : 141
Total Unduplicated Teens : 141

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1156
 Between 101 and 138% : 262
 Between 139 and 200% : 161
 Between 201 and 250% : 31
 At or above 251% : 90
****Total Unduplicated clients by FPL % : 1700**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99202	475	279	754
99203	17	10	27
99204			
99205			
99211	80	46	126
99212	694	407	1101
99213	20	12	32
99214			
99215			
Total Number of Client Visits*:	1286	754	2040

* 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: Cassie Johnston
 Date: 05/24/2022
 Revised Date: 05/23/2022
 Reporting Period: April 1, 2022 - March 31, 2023

Annual Budget Form April 2022-March 2023: Expenses Summary

EXPENSES	April 2021-March 2022 Budget	April 2022-March 2023 Total Program Budget
1. Personnel	\$747570.48	\$556576.33
2. Fringe Benefits	\$264904.65	\$200209.96
3. Travel	\$3530.17	\$1959.56
4. Equipment	\$2.00	\$1001.00
5. Supplies	\$151229.61	\$304046.45
6. Contractual	\$76328.33	\$83331.39
7. Occupancy	\$52500.06	\$71131.72
8. Other	\$5697.85	\$1696.98
9. Indirect	\$54236.85	\$30046.61
TOTAL EXPENSES	\$1356000.00	\$1250000.00

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

Completed By : Cassie Johnston



AFHP AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pima County Health Department
 Grant Name: ARIZONA GRANT
 Name of Person filling out form: Cassie Johnston
 Date: 05/24/2022
 Revised Date: 05/23/2022
 Reporting Period: April 1, 2022 - March 31, 2023

Annual Budget Form April 2022-March 2023 : Revenue Summary

REVENUE	April 2021-March 2022 Budget	April 2022-March 2023 Total Program Budget
1) Federal Grants		
1. Title X - Base	\$678000.00	\$500000.00
2. Bureau of Primary Health Care (BPHC)	\$0.00	\$0.00
3. Other Federal Grants (Specify)	\$0.00	\$0.00
4. Other Federal Grants (Specify)	\$0.00	\$0.00
5. Title X Additional Funds (Specify)	\$0.00	\$0.00
Sub Total of Federal Grants	\$678000.00	\$500000.00
2) Payment For Services		
1. Patient Collections/Fees	\$44544.92	\$82736.04
3) Third Party Payers		
1. Medicaid (Title XIX)	\$85427.00	\$83781.08
2. Medicare (Title XVIII)	\$0.00	\$0.00
3. Other public health insurance	\$0.00	\$0.00
4. Private health insurance	\$68747.00	\$100557.54
Sub Total of Third Party Payers	\$154174.00	\$184338.62
4) Other Sources		
1. Title V (MCH Block Grant)	\$135599.00	\$0.00
2. Local Government	\$261844.00	\$432629.24
3. State Government	\$0.00	\$0.00
4. Client Donations	\$8957.08	\$12096.00
5. Agency In Kind	\$72881.00	\$38200.10
6. Agency Contribution (Non-County agencies only)	\$0.00	\$0.00
7. Other (Specify)	\$0.00	\$0.00
Sub Total of Other Sources	\$479281.08	\$482925.34
TOTAL REVENUE	\$1356000.00	\$1250000.00

This content is from the eCFR and is authoritative but unofficial.

Title 42 - Public Health**Chapter I - Public Health Service, Department of Health and Human Services****Subchapter D - Grants****Part 59 - Grants for Family Planning Services****Subpart A Project Grants for Family Planning Services**

- § 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 (print and electronic)?
- § 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 purpose may grant funds be used?
- § 59.10** Confidentiality.
- § 59.11** Additional conditions.

Subpart A - Project Grants for Family Planning Services

Source: 86 FR 56177, Oct. 7, 2021, 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.

§ 59.2 Definitions.

As used in this subpart:

Act means the Public Health Service Act, as amended.

Adolescent-friendly health services are services that are accessible, acceptable, equitable, appropriate and effective for adolescents.

Clinical services provider includes physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care.

Client-centered care is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.

Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse patients.

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

Family planning services include a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.

Health equity is when all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.

Inclusive is when all people are fully included and can actively participate in and benefit from family planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

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.

Quality healthcare is safe, effective, client-centered, timely, efficient, and equitable.

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

Service site is a clinic or other location where Title X services are provided to clients. Title X recipients and/or their subrecipients may have service sites.

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

Trauma-informed means a program, organization, or system that is trauma-informed realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.

§ 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 pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health services). 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 acceptable and effective medically approved family planning methods and services. Title X service sites that are unable to provide clients with access to a broad range of acceptable and effective medically approved family planning methods and services, must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested.
 - (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 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 that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed; protects the dignity of the individual; and ensures equitable and quality service delivery consistent with nationally recognized standards of care.

- (4) Provide services in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.
- (5) Not provide abortion as a method of family planning.^[2] A project must:
 - (i) Offer pregnant clients 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 client indicates they do not wish to receive such information and counseling.
- (6) Provide that priority in the provision of services will be given to clients from low-income families.
- (7) Provide that no charge will be made for services provided to any clients 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 clients 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.
 - (i) Family income should be assessed before determining whether copayments or additional fees are charged.
 - (ii) With regard to insured clients, clients whose family income is at or below 250 percent of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

^[1] 42 U.S.C. 300a-8 provides that any officer or employee of the United States, 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 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.

^[2] Providers may separately be covered by federal statutes protecting conscience and/or civil rights.

- (9) Take reasonable measures to verify client income, without burdening clients from low-income families. Recipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients' self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income.
- (10) 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.
- (11)
 - (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 subrecipients 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 subrecipients in the ongoing policy decision making of the project.
- (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 consultation by a clinical services provider, examination, prescription and continuing supervision, laboratory examination, contraceptive supplies), in person or via telehealth, and necessary referral 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 service agencies, and any ancillary services which may be necessary to facilitate clinic attendance.
 - (3) Provide for opportunities for community education, participation, and engagement 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 diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services.
 - (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 clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning.

- (7) Provide that all services purchased for project participants will be authorized by the project director or their designee on the project staff.
- (8) Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care.
- (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 recipient. The recipient 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, implementation, 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.

§ 59.6 What procedures apply to assure the suitability of informational and educational material (print and electronic)?

- (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 (print and electronic) 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 members and up to as many members the recipient determines, except that this provision may be waived by the Secretary for good cause shown.
 - (2) **Composition.** The committee shall include individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality).
 - (3) **Function.** In reviewing materials, the Advisory Committee shall:
 - (i) Consider the educational, cultural, and diverse 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, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed;
- (iv) Determine whether the material is suitable for the population or community to which is to be made available; and
- (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 clients, and, in particular, the number of low-income clients to be served;
 - (2) The extent to which family planning services are needed locally;
 - (3) The ability of the applicant to advance health equity;
 - (4) The relative need of the applicant;
 - (5) The capacity of the applicant to make rapid and effective use of the federal assistance;
 - (6) The adequacy of the applicant's facilities and staff;
 - (7) 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
 - (8) 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 an 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 re compete for funds. This anticipated 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 recipient 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 recipient'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 75.

§ 59.10 Confidentiality.

- (a) 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. Reasonable efforts to collect charges without jeopardizing client confidentiality must be made. Recipient must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (b) To the extent practical, Title X projects shall encourage family participation.^[3] However, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.

§ 59.11 Additional conditions.

The Secretary may, with respect to any grant, impose additional conditions prior to, at the time of, or during 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.

^[3] 42 U.S.C. 300(a).

OPA PPN *Program Policy Notice*

Clarification regarding "Program Requirements for Title X Family Planning Projects"

Confidential Services to Adolescents

OPA Program Policy Notice 2014 – 01

Release Date: June 5, 2014

I. Purpose

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

II. Background

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

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

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

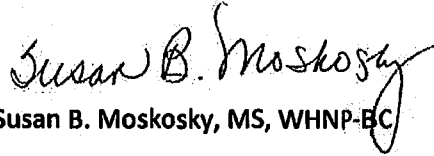
III. Clarification

It continues to be the case that Title X projects may not require written consent of parents or guardians for the provision of services to minors. Nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.



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Title X projects, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.



Susan B. Moskosky, MS, WHNP-BC

Acting Director, Office of Population Affairs



Title X Program Policy Notice

Integrating with Primary Care Providers

Release Date: November 22, 2016

OPA Program Policy Notice: 2016 – 11

I. Purpose

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

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

II. Background

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

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

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

III. Clarification

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

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

Strategy

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

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

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

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

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

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

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

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

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

Issue 2: Fulfilling Data Reporting Requirements

Strategy

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

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

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

Strategy

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

Endnotes

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

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

Within the parameters set out by the Title X statute and program requirements, Title X grantees have a large measure of discretion in determining the extent of income verification activity that they believe is appropriate for their client population. Although not required to do so, grantees that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients self-report.

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

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

Title X Program Requirement 8.4.4. *For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. (42 CFR 59.5(a)(8)).*

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

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

^{iv} Title X Program Requirement 8.4.8. *Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.*

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

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



AFHP 2022 Program Standards and Policy Manual (Revised April 2022)

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INTRODUCTION

TITLE X

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

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

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

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

On October 4, 2021, the DHHS OPA amended the Title X Family Planning regulations to restore access to equitable, affordable, client-centered, quality family planning services.

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

In addition to the statute, regulations, legislative mandates, and additional program guidance that apply to Title X, OPA establishes program priorities that represent

overarching goals for the Title X program. OPA expects recipients to develop and implement plans to address program priorities. The current priorities are:

- 1) Advance health equity through the delivery of Title X services;
- 2) Improve and expand access to Title X services; and
- 3) Deliver Title X services of the highest quality.

AFHP

Arizona Family Health Partnership (AFHP) is an Arizona non-profit 501(c) (3) agency, incorporated in 1974 (as the Arizona Family Planning Council). Since 1983, AFHP has been designated as a Title X ("ten") grantee and awarded federal family planning funds to provide services in Arizona.

As the grantee, AFHP performs a variety of roles in the oversight of the Title X Family Planning Program, including grant administrator, monitor, partner, facilitator, technical advisor, educator and payer. AFHP responds to requests from OPA and from other Federal DHHS Offices. As the grantee, the AFHP is responsible to the funding source for the following: quality, cost, accessibility, acceptability, and reporting for the Program and the performance of all delegate agencies.

AFHP's vision is universal access to quality reproductive healthcare services. In this role, the functions and responsibilities of AFHP include:

- Assessing compliance with Title X statute, regulations, and legislative mandates;
- Assessing community needs in the area of reproductive healthcare for individuals with low-incomes;
- Developing community programs to meet those needs;
- Identifying, funding, and contracting with service providers;
- Monitoring and evaluating the performance of delegate agencies;
- Collecting and disseminating data;
- Providing training and technical assistance;
- Providing information to the community;
- Coordinating services; and,
- Client advocacy.

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

PROGRAM MONITORING AND EVALUATION

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

Program Standards and Policy Manual (PSPM)

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

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

The PSPM has been developed to assist Title X delegate agencies in understanding and implementing the family planning services grants program. This manual mirrors the DHHS OPA's 2021 Title X Final Rule and contains just those sections that are relevant to sub-recipient or delegate agencies. Contents of the PSPM are subject to change to mirror the Program Review Tool to be published by OPA. Grantee specific requirements are omitted.

Each Title X Requirement has at least three sections:

- 1) **Additional AFHP Standard** – additional requirements from AFHP to provide additional guidance to delegate agencies
- 2) **QFP Recommendations** – additional recommendations from the *Providing Quality Family Planning Services Recommendations of CDC and OPA*
- 3) **Evidence Requirement is Met** – evidence that the delegate agency must have to ensure that requirements are met

Helpful Links

Title X Statutes, Regulations, and Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>

Providing Quality Family Planning Services: <https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/quality-family-planning>

Sterilization of Persons in Federally Assisted Family Planning Projects Regulations: <https://www.ecfr.gov/cgi-bin/text-idx?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp42.1.50.b>

DEFINITIONS

Terms used throughout this document include:

TERM	DEFINITION
The Act or Law	Title X of the Public Health Service Act, as amended.
Adolescent-friendly health services	Services that are accessible, acceptable, equitable, appropriate and effective for adolescents.
Clinical services provider	Physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care.
Client-centered care	Respectful of and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.
Culturally and linguistically appropriate services	Respectful of and responsive to the health beliefs, practices and needs of diverse patients.
Family	A social unit composed of one person, or two or more persons living together, as a household.

Family planning services	A broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and natural family planning methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counselling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.
Health equity	When all persons have the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.
Inclusive	When all people are fully included and can actively participate in and benefit from family planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
Low-income family	A family whose total annual income does not exceed 100% of the most recent Federal Poverty Guidelines; also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources.
Grantee	The entity that receives Federal financial assistance via a grant and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the activities approved for funding.
Nonprofit	Any private agency, institution, or organization for which no part of the entity's net earnings benefit, or may lawfully benefit, any private stakeholder or individual.
Quality healthcare	Safe, effective, client-centered, timely, efficient, and equitable.

Project	Activities described in the grant application and any incorporated documents supported under the approved budget. The “scope of the project” as defined in the funded application consists of activities that the total approved grant-related project budget supports.
Secretary	The Secretary of Health and Human Services and any other officer or employee of the U.S. Department of Health and Human Services to whom the authority involved has been delegated.
Service Site	A clinic or other location where Title X services are provided to clients. Title X recipients and/or their subrecipients may have service sites.
Sub-recipients	Those entities that provide family planning services with Title X funds under a written agreement with a grantee. May also be referred to as delegates or contract agencies.
State	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 (Midway, Wake, et al.), the Marshall Islands, the Federated State of Micronesia, and the Republic of Palau.
Trauma-informed	Means a program, organization, or system that is trauma-informed realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.

ACRONYMS

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

ACRONYM/ ABBREVIATION	
CFR	Code of Federal Regulations
FDA	U.S. Food and Drug Administration
FPL	Federal Poverty Level
HHS	U.S. Department of Health and Human Services
HIV	Human Immunodeficiency Virus

I&E	Information and Education
OMB	Office of Management and Budget
OPA	Office of Population Affairs
OSHA	Occupational Safety and Health Administration
PHS	U.S. Public Health Service
STI	Sexually Transmitted Infection

COMMONLY USED REFERENCES

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

Law	Title X Public Law ("Family Planning Services and Population Research Act of 1970")	Public Law 91-572
Law	Title X Statute ("Title X of the Public Health Service Act")	42 U.S.C.300, <i>et seq.</i>
Regulation	Sterilization Regulations ("Sterilization of persons in Federally Assisted Family Planning Projects")	42 CFR part 50, subpart B
Regulation	Title X Regulations ("Project Grants for Family Planning Services")	42 CFR part 59, subpart A
Regulation	HHS Grants Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards")	45 CFR part 75
Regulation	Federal Award Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")	2 CFR part 200

1. PROJECT MANAGEMENT AND ADMINISTRATION

Title X Requirement - 1.1 Voluntary Participation

Title X Requirement - 1.1.1 Voluntary and Non-Coercive Services

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

Grantees should institutionalize administrative procedures (i.e., staff training, clinical protocols, and consent forms) to ensure clients receive services on a voluntary basis.

Additional AFHP Standard

None

QFP Recommendations

A core premise of the QFP is that quality services are client-centered, which includes providing services on a voluntary basis. These principles are useful when developing counseling protocols that ensure voluntary participation.

1. Establish and Maintain Rapport with the Client
2. Assess the Client's Needs and Personalize Discussions Accordingly
3. Work with the Client Interactively to Establish a Plan
4. Provide Information that Can Be Understood and Retained by the Client
5. Confirm Client Understanding

See QFP [Appendix C](#) (pages 45-46) for the key principles of providing quality counseling for a complete description of the principles listed above.

Observation of counseling process, including Information & Education (I&E) material provided, at service sites demonstrates that the five principles of quality counseling are utilized when providing family planning services.

Evidence Requirement is Met

1. Delegate has written policies and procedures that specify services are to be provided on a voluntary basis.
2. Administrative policies used by service sites include a written statement that clients may not be coerced to use contraception, or to use any particular method of contraception or service.
3. Documentation at service sites demonstrates (e.g., staff circulars, training curriculum and records) staff has been informed at least once during the current project period that services must be provided on a voluntary basis.
4. General consent forms or other documentation at service sites inform clients that services are provided on a voluntary basis.

5. Record review at service sites demonstrates that each client has signed a general consent form or other documentation that demonstrates they have received an assurance that services are voluntary.

Title X Requirement - 1.1.2 Acceptance of FP Services not a Prerequisite for Eligibility of Services

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

Personnel working within the family planning project must be informed that they may be subject to prosecution if they coerce or try to coerce any person to accept services or to employ or not to employ any particular methods of family planning (Section 205, Public Law 94-63, as set out in 42 CFR 59.5(a)(2) footnote 1).

Grantee should institutionalize administrative procedures (e.g., staff training, clinical protocols, and consent forms) to ensure clients' receipt of family planning services is not used as a prerequisite to receive other services from the service site.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Administrative policies at service sites include a written statement that receipt of family planning services is not a prerequisite to receipt of any other services offered by the service site.
2. Documentation (e.g., staff circulars, training curriculum) indicates staff has been informed at least once during the current project period that a client's receipt of family planning services may not be used as a prerequisite to the receipt of any other services offered by the service site.
3. Delegate has written policies and procedures that require that all staff of the delegate and service sites are informed that they may be fined or subject to prosecution or both if they coerce or try to coerce any person to undergo an abortion or sterilization procedure.
4. General consent form or other documentation provided to clients, state that receipt of family planning services is not a prerequisite to receipt of any other services offered by the service site.

5. Medical record review demonstrates that each client has signed a general consent form stating receipt of family planning services is not a prerequisite to receipt of any other services offered.

Title X Requirement - 1.2 Prohibition of Abortion

Title X grantees and sub-recipients must be in full compliance with Section 1008 of the Title X statute, which prohibits abortion as a method of family planning (42 CFR 59.5(a)(5)).

Grantee has documented processes to ensure that they and their sub-recipients are in compliance with Section 1008 and 42 CFR 59.5(a)(5). Grantees include language in sub-recipient contracts addressing these requirements.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Administrative policies or procedures at service sites prohibit the site from providing abortion as a method of family planning.

Title X Requirement - 1.4 Structure and Management

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

Title X Requirement - 1.4.3 Authorized Purchases

The grantee must ensure that all services purchased for project participants will be authorized by the project director or their designee on the project staff (42 CFR 59.5(b)(7)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies clearly indicate the approval process for any services that are purchased for participants.
2. Documentation of purchases demonstrates that the delegate's established policies and procedures are followed.

Title X Requirement - 1.4.4 Schedule of Rates and Payment Procedures

The grantee must ensure that services provided through a contract or other similar arrangements are paid for under agreements that include a schedule of rates and payment procedures maintained by the grantee. The grantee must be prepared to substantiate that these rates are reasonable and necessary (42 CFR 59.5(b)(9)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate contracts clearly indicate the schedule of rates and payment procedures for services.
2. The delegate can substantiate that the rates are reasonable and necessary. This includes demonstrating the process and/or rationale used to determine payments, examples of financial records, applicable internal controls.

Title X Requirement - 1.4.6 Financial Management System

The grantee and each sub-recipient must maintain a financial management system that meets Federal standards, as applicable, as well as any other requirements imposed by the Notice of Award, and which complies with Federal standards that will support effective control and accountability of funds. (45 CFR 75.302).

Additional AFHP Standard

Delegates must comply with the financial and other reporting requirements set out in the HHS grants administration regulations (2 CFR Part 200 and 45 CFR Part 75), as applicable.

Audits of delegates must be conducted in accordance with the HHS grants administration regulations, as applicable, by auditors meeting established criteria for qualifications and independence (OMB A-133).

Delegates must demonstrate continued institutional, managerial, and financial capacity (including funds sufficient to pay the non-Federal share of the project cost) to ensure

proper planning, management, and completion of the project as described in the award (42 CFR 59.7(a)).

Delegates must maintain proper internal controls that address:

- Separation of duties: No one person has complete control over more than one key function or activity (i.e., authorizing, approving, certifying, disbursing, receiving, or reconciling).
- Authorization and approval: Transactions are properly authorized and consistent with Title X requirements.
- Responsibility for physical security/custody of assets is separated from record keeping/accounting for those assets.

Delegates must ensure that insurance coverage is adequate and in effect for: general liability; fidelity bonding; medical malpractice; materials or equipment purchased with federal funds; and officers and directors of the governing board.

A revenue/expense report for the total family planning program is prepared for AFHP as requested. The revenue/expense report details the delegate agency's cost share including client fees and donations, agency contribution, third party revenues and all other revenues contributing to the family planning program.

Delegates are required to submit to AFHP a copy of the annual fiscal year audit, including the management letter and any noted findings and responses to findings, within 30 days of Agency Board acceptance, but no later than nine (9) months after the end of the fiscal year.

Delegates must have a written methodology for the allocation of expenses and revenues for the family planning program. Expenses should include direct costs, administrative costs attributable to the program and, when applicable, indirect costs. Indirect cost will not exceed 10% of the total program costs. Revenues should include federal funds, client fees and donations, agency contribution, third party payer (AHCCCS, Medicaid, and Private Insurance), state and local government contributions.

The delegate must have written policies and procedures for procurement of supplies, equipment and other services, including a competitive process.

The delegate must maintain a property management system which includes the following:

- Asset description;
- ID number;
- Acquisition date; and,
- Current location and Federal (Title X) share of asset.

The delegate must perform a physical inventory of equipment at least once every two years. The delegate should periodically confirm perpetual inventory with actual

inventory counts and provide credit/debit adjustment to Title X charges to reflect actual costs.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate maintains financial policies and procedures can be referenced back to federal regulations as applicable.
2. Delegate maintains financial records and oversight documentation that demonstrates that the financial management practices within all project sites are aligned with Title X and other applicable regulations and grants requirements.

Title X Requirement – 1.5 Charges, Billing, and Collections

The grantee is responsible for the implementation of policies and procedures for charging, billing, and collecting funds for the services provided by the projects. Clients must not be denied project services or be subjected to any variation in quality of services because of inability to pay. Projects should not have a general policy of no fee or flat fees for the provision of services to minors, or a schedule of fees for minors that is different from other populations receiving family planning services.

Title X Requirement - 1.5.1 FPL Guidance, Third Party Billing, and Income Verification

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

Although not required to do so, grantees who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income (42 CFR 59.5(a)(9)).

Additional AFHP Standard

Delegates must implement policies and procedures, approved by AFHP, for charging, billing, and collecting funds for the services provided by the program. Clients are informed of any charges for which they will be billed and payment options. Eligibility for discount of client fees must be documented in the client's record.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures assuring that clients whose documented income is at or below 100% FPL are not charged for services and that third party payers are billed.
2. Service sites follow a written policy and procedure for documenting client income that is aligned with Title X requirements.
3. Financial documentation at the service site(s) indicates clients whose documented income is at or below 100% FPL are not charged for services.
4. Service site policy and procedure for documenting client income does not present a barrier to receipt of services.

Title X Requirement - 1.5.2 Discount Schedules

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

Additional AFHP Standard

Clients must be charged in accordance with AFHP approved schedule of discounts/sliding fee scale unless another fund source exists that will cover the cost for the service. Delegates must update and submit schedule of discounts/sliding fee scale per annual Federal Poverty Guidelines.

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites follow a written policy and procedures requiring that a schedule of discounts be developed for services provided in the project and is updated annually to be in accordance with the FPL.
2. Service site documentation indicates client income is assessed annually and discounts are appropriately applied to the cost of services.

Title X Requirement - 1.5.3 Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2; 42 CFR 59.5(a)(8)).

Additional AFHP Standard

Delegates who ask clients for income verification cannot deny client services if documentation is not provided.

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites follow a written policy and procedure requiring a process to refer clients (or financial records) to the service site director for review and consideration of waiver of charges.
2. Documentation at the service site demonstrates clients that are unable to pay for good reasons are evaluated by the service site director, the decision is documented, and the client is informed of the determination.

Title X Requirement - 1.5.4 Reasonable Costs/Fee Schedules

For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites have a process in place to determine the reasonable the cost of services and this is updated periodically.
2. Financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.

Title X Requirement - 1.5.5 Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies.

Additional AFHP Standard

Donations from clients do not waive the billing/charging requirements. No minimum or specific donation amount can be required or suggested. Donations must be collected in a manner which respects the confidentiality of the client.

The program must use client donations and fees to offset program expenses and must be tracked separately.

All client donations shall be reported in the Program Revenue line item of the AFHP revenue report.

QFP Recommendation

None

Evidence Requirement is Met

1. Service site policies and procedures document if the agency requests and/or accepts donations.
2. Onsite documentation and observation demonstrate that clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies. Observation may include signage, financial counseling scripts, or other evidence.

Title X Requirement - 1.5.6 Discount Eligibility for Minors

Eligibility for discounts for unemancipated minors who receive confidential services must be based on the resources of the minor (42 CFR 59.2).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites have a policy and procedure for determining whether a minor is seeking confidential services and stipulates that charges to minors seeking confidential services will be based solely on the minor's resources.
2. Documentation at service sites demonstrates the process for determining whether a minor is seeking confidential services and that charges for minors seeking confidential services are based solely on the minor's resources.

Title X Requirement - 1.5.7 Third Party Payments

Where there is legal obligation or authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment without the application of any discounts (42 CFR 59.5(a)(10)).

Family income should be assessed before determining whether copayments or additional fees are charged. With regard to insured clients, clients whose family income is at or below 250% the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied (42 CFR 59.5(a)(8)).

Additional AFHP Standard

Health insurance information, including AHCCCS eligibility, should be updated during each visit.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures indicate that the project bills insurance in accordance with Title X regulations.
2. The delegate can demonstrate that it has contracts with insurance providers, including public and private sources.
3. Service sites have policies and procedures to ensure that clients with family incomes between 101%-250% FPL do not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.
4. Financial records indicate that clients with family incomes between 101%-250% FPL do not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.

Title X Requirement - 1.5.8 Title XIX/Title XX/Title XXI Agreements

Where reimbursement is available from Title XIX, Title XX, or Title XXI of the Social Security Act, a written agreement with the Title XIX or the Title XX state agency at either the grantee level or sub-recipient agency is required (42 CFR 59.5(a)(10)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Sub-recipients maintain written agreements with Title XIX, Title XX, and/or Title XXI and ensure they are kept current, as appropriate.
2. Documentation indicates that the sub-recipients maintain oversight of its service-sites' agreements with Title XIX, Title XX, and/or Title XXI.

Title X Requirement - 1.6 Project Personnel

Title X grantees must have approved personnel policies and procedures.

Title X Requirement - 1.6.1 Personnel Policies

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

Additional AFHP Standard

Delegates must develop protocols that provide all program personnel with guidelines for client care.

At a minimum, delegates must require and ensure that:

- personnel records are kept confidential in a secured location;
- an organization chart and personnel policies are available to all personnel;
- job descriptions are current, and distributed to all employees upon hiring;
- licenses of applicants are verified prior to employment, and there is documentation that licenses are kept current;
- employees complete forms required by law upon hiring; and, confidentiality statements are signed and retained.

Audit of personnel records indicates that records are kept in confidential secured location, job descriptions are current, licenses are verified prior to employment and are current, and that required forms are signed.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has written policies and procedures in place that provide evidence that there is no discrimination in personnel administration. These policies should include, but are not to be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, and grievance procedures.
2. Documentation at the service sites demonstrates that there is no discrimination in personnel administration.

Title X Requirement - 1.6.2 Cultural Competency

Project staff should be broadly representative of all significant elements of the population to be served by the project, and should be sensitive to, and able to deal effectively with, the cultural and other characteristics of the client population (42 CFR 59.5 (b)(10)).

Additional AFHP Standard

Delegate demonstrates linguistic competency of staff (at their agency and service sites) and/or access to language assistance services when appropriate.

QFP Recommendation

None

Evidence Requirement is Met

1. Written policies and procedures address how the project operationalizes cultural competency.

2. Documentation at service sites includes records of cultural competence training, in-services and client satisfaction surveys, or other documentation that supports culturally competent services.

Title X Requirement - 1.6.3 Project Director

Projects must be administered by a qualified project director. Change in Status, including Absence, of Principal Investigator/Project Director, and Other Key Personnel requires pre-approval by the Office of Grants Management. For more information, see HHS Grants Policy Statement and 45 CFR part 75.308(c)(1)(ii-iii).

Additional AFHP Standard

Delegates must notify AFHP of any changes in personnel status, including absence of project director, medical director, and other key personnel. Notification should occur as soon as possible (with a minimum of one week notice).

QFP Recommendation

None

Evidence Requirement is Met

1. Documentation indicates any changes in project director, project director time or other key personnel have been submitted to and approved by AFHP.

Title X Requirement - 1.6.4 Clinical Leadership

Projects must provide that family planning medical services will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning (42 CFR 59.5 (b)(6)).

Additional AFHP Standard

The clinical care component of the program operates under the responsibility of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning.

The clinical services provider:

- Supervises and evaluates medical services provided by other clinicians, including a review of the clinician's charts and observations of clinical performance (at a minimum annually); and,
- Supervises the medical quality assurance program.
- Documentation of chart audits and observations of clinical performance demonstrates clinical services provider's involvement.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate demonstrates evidence that the medical/clinical services operate under the direction of a clinical services provider.
2. Curriculum vitae of the clinical services provider indicates special training or experience in family planning.
3. There is evidence at both the delegate locations indicating involvement of the clinical services provider in program operations (e.g., medical advisory committee, board, and staff meetings).
4. Clinical protocols are approved by the clinical services provider.

Title X Requirement - 1.6.5 Salary

Appropriate salary limits will apply as required by law.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

Documentation such as budgets and payroll records that indicate that the delegate is complying with required salary limits as documented in the most current family planning services Funding Opportunity Announcement (FOA).

Title X Requirement - 1.7 Staff Training and Project Technical Assistance

Title X grantees are responsible for the training of all project staff.

Title X Requirement - 1.7.1 Personnel Training

Projects must provide for the orientation and in-service training of all project personnel, including the staff of sub-recipient agencies and service sites (42 CFR 59.5(b)(4)).

Additional AFHP Standard

Orientation and in-service training of all Title X program personnel must be completed. All Title X program staff should be trained in or have sufficient knowledge of the basics of reproductive health, and the purpose and eligibility requirements of the Title X program. Service site policy requires annual training on Title X topics.

All program staff (Title X MDs, PAs, NPs, CNMs, RNs, LPNs, MAs, front desk, eligibility, call center, Title X program manager and supervisors, and practice managers) must complete the trainings below annually either through AFHP or other credible training resources as follows:

Table #1

One-time Training The following trainings must be completed once upon hire or during the new delegate onboarding process.	
<u>Title X Orientation</u> *Also include Title X Admin Staff (Finance, Grant Managers, etc.)	<u>Clinical Guidelines</u> *Clinicians only
Annual Training The following training topics must be completed annually . Delegates may use the resources below or other resources to complete the training requirements.	
<u>Cultural Competency</u>	<u>Confidentiality</u>
<u>Encouraging Family Participation</u> (for adolescents)	<u>Non-Discriminatory Services</u>
<u>Resisting Sexual Coercion</u> (for adolescents)	<u>Personnel Awareness (Coercion)</u>
<u>Intimate Partner Violence</u>	<u>Services Not a Prerequisite for Eligibility or Services</u>
<u>Mandatory Reporting</u>	<u>Voluntary and Non-Coercive Services</u>
<u>Human Trafficking</u>	

Program staff must demonstrate competency in the topic areas listed above. AFHP staff will observe staff during formal and informal site visits to evaluate competency and technical assistance will be provided as needed.

All program staff should participate in continuing education related to their activities. Programs should maintain documentation of continuing education to evaluate the scope and effectiveness of the staff training program. Training opportunities may also be provided through AFHP, Reproductive Health National Training Center (<http://www.rhntc.org>), or other professional resources.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate records demonstrate the assessment(s) of staff training needs and a training plan that addresses key requirements of the Title X program and priority areas.
2. Service site policy requires orientation for all new project personnel.
3. Documentation at service sites includes records of orientation and in-service training for all project personnel.

Title X Requirement - 1.8 Planning and Evaluation

Title X recipients must accurately collect and report FPAR data and use their FPAR data to inform their QI/QA activities.

Additional AFHP Standard

Delegate agencies must submit encounter level data to AFHP's Centralized Data System (CDS). Each month's encounter data should be received by AFHP via CDS no later than the close of business on the 15th day of the following month. Complete instructions for data submission are available in AFHP's Data Manual, Submission Guidelines & Codebook Guide (see AFHP Delegate Homepage in CDS) (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

When designing evaluations, projects should follow the QFP, which defines what services to provide and how to do so and thereby provides a framework by which program evaluations can be developed. Projects should also follow the QFP that defines 'quality' care and describes how to conduct quality improvement processes so that performance is monitored and improved on an ongoing basis. Quality Improvement (QI) activities should be overseen by the grantee and occur at both the grantee and sub-recipient levels.

1. Delegate project records document the use of ongoing (i.e., at least annually) quality improvement processes related to the contraceptive use measure (see #1 above).
2. Delegate demonstrates use of CDS data to calculate for their service sites the percentage of adolescent and adult women at risk of unintended pregnancy who use: (a) a most or moderately effective method of contraception, and (b) long-acting reversible methods of contraception.
3. Delegate project records document the use of ongoing (i.e., at least annually) quality improvement processes related to the contraceptive use measure across all service sites (see #2 above), and a description of steps taken by the sub-recipients and service sites in response to findings.
4. Delegate project records demonstrate the use of data at service site level to monitor other aspects of quality care (e.g., client experience, chlamydia screening rates, timelines, and efficiency).

Evidence Requirement is Met

1. Delegate collects and submits data for the Family Planning Annual Report (FPAR) in a timely, complete, and accurate manner.

2. PROJECT SERVICES AND CLIENTS

Projects funded under Title X are intended to enable all persons who want to obtain family planning care to have access to such services. Projects must provide for comprehensive

medical, informational, educational, social, and referral services related to family planning for clients who want such services.

Title X Requirement - 2.1 Priority Clients

Priority for project services is to persons from low-income families (Section 1006(c)(1), PHS Act; 42 CFR 59.5(a)(6)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Data submitted to the AFHP's Centralized Data System by the delegate demonstrates that more than half of clients served have incomes that are at or below 100% of the FPL.
2. Delegate service site(s) are located in locations that are accessible for low-income persons.

Title X Requirement – 2.2 Client Dignity

Services must be provided in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed; protects the dignity of the individual; and ensures equitable and quality service delivery consistent with nationally recognized standards of care (42 CFR 59.5(a)(3)).

Additional AFHP Standard

Education provided should be appropriate to the client's age and level of knowledge and presented in an unbiased manner. Client education must be noted in the client's clinical chart.

Client Grievances

The agency must have a policy in place describing the process to address and resolve client problems regarding a variety of issues including but not limited to:

- a problem or conflict with their provider;
- questions about the availability or accessibility of certain types of services;
- disagreement with an administrative or medical staff member, process or policy; and,
- decisions made about eligibility for services or programs.

This policy must contain staff roles and responsibilities, description of a tracking system to document the process and communications regarding complaints, and timelines for resolution of issues and communication with the client.

QFP Recommendation

A core premise of Recommendations for Providing Quality Family Planning Services is that quality services are client-centered, which includes providing services in a respectful and culturally competent manner.

1. The delegate needs assessments or other documentation (including those of the service-sites) describe populations that may be in need of culturally competent care.
2. The delegate has written policies and procedures that require their sites to receive training in culturally competent care. This should include how to meet the needs of the following key populations: LGBTQ, adolescents, individuals with limited English-proficiency and the disabled.
3. Documentation (e.g., training records) that demonstrates staff has received training in providing culturally competent care to populations identified in the needs assessment.
4. Observation of the clinic environment demonstrates that it is welcoming (i.e., Privacy, cleanliness of exam rooms, ease of access to service, fair and equitable charges for services including waiver of fees for "good reasons," language assistance).
5. Surveys provided to clients document that clients perceive providers and other clinic staff to be respectful.

Evidence Requirement is Met

1. Service sites ensures protection of client privacy as evidenced in their policies and confirmed by consultant observation.
2. A patient bill of rights or other documentation which outlines client's rights and responsibilities is available for review by the client.

Title X Requirement - 2.3 Non-Discriminatory Services

Services must be provided in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status (42 CFR 59.5(a)(4)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service site has written policies and procedures that require services to be provided without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status, and to inform staff of this requirement on an annual basis.
2. Documentation at sub-recipients and service sites (e.g., staff circulars, orientation documentation, training curricula) demonstrates that staff is informed on an annual basis that services must be provided without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.

Title X Requirement - 2.4 Availability of Social Services

Projects must provide for social services related to family planning including counseling, referral to and from other social and medical services agencies, and any ancillary services which may be necessary to facilitate clinic attendance (42 CFR 59.5(b)(2)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate's needs assessment has documented the social service and medical needs of the community to be served, as well as ancillary services that are needed to facilitate clinic attendance, and identified relevant social and medical services available to help meet those needs.
2. Delegate has developed a written implementation plan that addresses the related social service and medical needs of clients, as well as ancillary services needed to facilitate clinic attendance.
3. There is evidence of process to refer clients to relevant social and medical services agencies for example: child care agencies, transport providers, WIC programs. (Optimally signed, written collaborative agreements).
4. Medical records indicate that referrals were made based on documented specific conditions/issues.

Title X Requirement - 2.5 Availability and Use of Referrals

Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care (42 CFR 59.5(b)(8)).

Additional AFHP Standard

Referrals for related and other services should be made to providers who offer services at a discount or sliding fee scale, where one exists.

Agencies must maintain a current list of health care providers, local health and human services departments, hospitals, voluntary agencies, and health services projects supported by other publicly funded programs to be used for referral purposes and to provide clients with a variety of providers to choose from.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has a written policy that requires service sites to develop and implement plans to coordinate with and refer clients to other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
2. Service site has plans to coordinate with and refer clients to other providers of health care.
3. Service sites have evidence of processes for effective referrals to relevant agencies, including: emergency care, HIV/AIDS care and treatment agencies, infertility specialists, and chronic care management providers, and providers of other medical services not provided on-site (Optimally, signed, written collaborative agreements).
4. Service site has evidence of referral for medically necessary prenatal care.

Title X Requirement - 2.6 Clinical Protocols and Standards of Care

All grantees should ensure services provided within their project operate within written clinical protocols that are in accordance with nationally recognized standards of care, approved by the grantee, and signed by the medical director or clinical services provider responsible for the service site.

Additional AFHP Standard

Delegates must inform all clinical staff of state and local STI reporting requirements in accordance with state laws to ensure that staff comply with all requirements (for Arizona see Arizona Administrative Code, Title 9, Chapter 6, for Utah see R386-702). Every client who receives clinical and/or educational and counseling services through the Title X program must have a medical health record. Client records must be maintained in accordance with accepted clinical standards and retrievable by client name and number.

The reproductive life plan/pregnancy intention/attitude must be discussed and documented with all family planning clients including males and females alike, regardless of age and sexual orientation.

Laboratory tests and procedures should be provided in accordance with nationally recognized standards of care for the provision of a contraceptive method. Programs must establish a procedure for client notification and adequate follow-up of abnormal laboratory and physical findings consistent with the relevant federal or professional associations' clinical recommendations.

Delegates will maintain and monitor emergency medical supplies and provide appropriate client care in the event that there is a medical emergency within the health facility that may include but not limited to vaso-vagal, allergic reaction to medications.

QFP Recommendation

1. Written clinical protocols indicate that the full scope of family planning services are provided as defined in QFP including contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility, STI and preconception health services.
2. Service sites have current clinical protocols (i.e., updated within the past 12 months) that reflect the most current version of the federal and professional medical associations' recommendations for each type of service, as cited in QFP.
3. Written documentation that clinical staff has participated in training on QFP (e.g., training available from the Title X National Training Centers).
4. A review of medical records and/or observational assessment confirms that the recommended services are provided in a manner consistent with QFP including those identified in tables 2 and 3 (pages 22-23) of the QFP.

Evidence Requirement is Met

1. The delegate has written policies and procedures demonstrating that they operate within written clinical protocols aligned with nationally recognized standards of care and signed by the clinical services provider responsible for the service site.

2. Service site clinical protocols align with nationally recognized standards of care.
3. Medical records document that clinical services align with approved protocols.

Title X Requirement - 2.7 Provision of Family Planning and Related Services

All projects must provide for medical services related to family planning (including consultation by a clinical services provider, examination, prescription and continuing supervision, laboratory examination, contraceptive supplies), in person or via telehealth, and necessary referral to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices (42 CFR 59.5(b)(1)).

Additional AFHP Standard

Delegates must comply with state and federal laws and professional practice regulations related to security and record keeping for drugs and devices, labeling, client education, inventory, supply and provision of pharmaceuticals. All prescription drugs must be stored in a locked cabinet or room (see AZ Board of Nursing R4-19-513).

If the program cannot meet the applicable federal or state statutes regarding pharmaceuticals, the agency should contract with a consulting pharmacist to provide record keeping, inventory and dispensing services. Prescribing and dispensing must only be done by qualified health professionals legally authorized to do so. The delegate agency must have policies and procedures in effect for the prescribing, dispensing and administering of medications. The pharmacy protocols and procedures manual should be current, address adherence to 340B regulations, and available at all health center sites with standing order procedures for medication administration, when applicable.

If the program has written standing orders, they should be signed by the program's clinical services provider, and should outline procedures for the provision of each service offered.

QFP Recommendation

None

Evidence Requirement is Met

1. Current written (i.e., updated within the past 12 months) clinical protocols clearly indicate that the following services will be offered to female, male and adolescent clients as appropriate: a broad range of contraceptives, pregnancy testing and counseling, services to assist with achieving pregnancy, basic infertility services, STI services, and preconception health services.
2. Breast and cervical cancer screening are available onsite and are offered to clients, if applicable.

3. Written collaborative agreements with relevant referral agencies exist, including: emergency care, HIV/AIDS care and treatment providers, infertility specialists, primary care and chronic care management providers.
4. Medical records document that clients are provided referrals when medically indicated.

Title X Requirement - 2.8 Range of Family Planning Methods

All projects must provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, STI services, preconception health services, and adolescent-friendly health services). 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 acceptable and effective medically approved family planning methods and services. Title X service sites that are unable to provide clients with access to a broad range of acceptable and effective medically approved family planning methods and services, must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested (42 CFR 59.5(a)(1)).

Additional AFHP Standard

Observation demonstrates counseling recommendations in accordance with the principles presented in QFP. See QFP [Appendix C](#) (pages 45-46) for the key principles of providing quality counseling for a complete description of the principles listed above.

QFP Recommendation

1. All services listed in QFP are offered to female and male clients, including adolescents as specified in clinical protocols.
2. A review of clinic/pharmacy records demonstrates no stock-out of any contraceptive method that is routinely offered occurred during the past 6 months.
3. A review of the service site's FPAR data demonstrates that the proportion of males receiving family planning services is close to or above the national average.
4. A review of medical records confirms that adolescents have been counseled about abstinence, the use of condoms and other contraceptive methods, including LARCs.

Evidence Requirement is Met

1. Medical record reviews demonstrate that clients are provided a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility

services, STI services, preconception health services, and adolescent-friendly health services).

2. A review of the current stock of contraceptive methods demonstrates that a broad range of methods, including LARCs, are available onsite (optimally) or by referral.

Title X Requirement - 2.9 Durational Residency Requirements

Services must be provided without the imposition of any durational residency requirement or requirement that the client be referred by a physician (42 CFR 59.5(b)(5)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has a written policy stating that services must be provided without the imposition of any durational residence requirement or a requirement that the client be referred by a physician.

Title X Requirement - 2.10 Pregnancy Testing and Diagnosis

A project must offer pregnant clients 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.

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 client indicates they do not wish to receive such information and counseling (42 CFR 59.5(a)(5)).

Additional AFHP Standard

Clients who are aware that they are pregnant, seeking a written confirmation of the pregnancy, and refuse/are not provided counseling and education, must not be reported as a family planning client.

QFP Recommendation

1. Written clinical protocols regarding pregnancy testing and counseling are in accordance with the recommendations presented in QFP, including reproductive life planning discussions and medical histories that include any coexisting conditions.

2. Chart review demonstrates that clients with a positive pregnancy test receive appropriate counseling and are assessed regarding their social support.
3. Chart review demonstrates that clients with a negative pregnancy test who do not want to become pregnant are offered same day contraception, if appropriate.
4. Staff has received training on pregnancy counseling recommendations presented in QFP at least once during employment.
5. Observation and/or medical record review demonstrates counseling recommendations in accordance with the principles presented in QFP including reproductive life planning discussions.

Evidence Requirement is Met

1. The delegate has written policies and procedures demonstrating that they offer options counseling to pregnant clients.
2. Written clinical protocols ensure that pregnant clients are offered neutral, factual, information, and non-directive counseling about all three pregnancy options except for any option(s) about which the client indicates they do not wish to receive such information and counseling, and that referrals requested by the client are provided.
3. Medical records of pregnant clients document that clients were offered the opportunity to be provided with information and counseling about all three pregnancy options, except for any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
4. Medical records of pregnant clients document that referrals were made as requested.
5. The delegate has written policies and procedures consistent with laws that protect the conscience rights of individuals.
6. Clinic inventory and medical records review demonstrates that pregnancy testing and counseling is available and offered to all clients in need of these services.

Title X Requirement - 2.11 Compliance with Legislative Mandates

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

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

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

Additional AFHP Standard

Delegates are advised to consult with legal counsel to ensure that their policies are in compliance with state law. Delegates must have a mechanism to track reports submitted to law enforcement agencies. Delegates are encouraged to inform minor clients about the reporting requirement up front, and involve adolescent clients in the steps required to comply with the law.

Trainings in Section 1.7.1 are required to be conducted upon hire and annually as stated in the delegate's training plan.

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has written policies and procedures requiring their sites to train and inform their staff annually that: (a) clinic staff must encourage family participation in the decision of minors to seek family planning services, (b) minors must be counseled on how to resist attempts to coerce them into engaging in sexual activities, and (c) State law must be followed requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
2. Documentation (e.g., staff circulars, training curricula) demonstrates that all staff has been formally informed about items 1a-c above at least once annually. Medical records of minors document encouragement regarding family participation in their decision to seek family planning services and counseling on how to resist attempts to being coerced into engaging in sexual activities.

3. CONFIDENTIALITY

Every project must have safeguards to ensure client confidentiality. Information obtained by project staff about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Reasonable efforts to collect charges without jeopardizing client confidentiality must be made. Clients must be informed of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client (42 CFR 59.10(a)).

Title X project shall encourage family participation; however, Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services (42 CFR 59.10(b)).

Additional AFHP Standard

Delegate agencies must have a mechanism in place to ensure clients are not contacted if requested. Information obtained by the medical staff about individuals receiving services may not be disclosed without the client's consent, except as required by law or as necessary to provide emergency services. Clients must be informed about any exceptions to confidentiality.

AFHP, delegate agency and any health care providers that have access to identifying information are bound by Arizona Revised Statute (A.R.S.) §36-160, Confidentiality of Records and by Utah 78B-5-618. Delegate agencies must also provide for client's privacy during: registration, eligibility determination, history taking, examination, counseling and fee collection. Delegate agencies should obtain client permission to bill insurance. Language such as "I choose for (your agency) to bill my insurance" can be added to client intake forms.

Confidentiality and Release of Records

A confidentiality assurance statement must appear in the client's medical record. When information is requested, agencies must release only the specific information requested. Information collected for reporting purposes may be disclosed only in a form which does not identify particular individuals.

Release of information must be signed by the client; the release must be dated and specify to whom disclosure is authorized, what information is to be shared (HIV, CT, Pap, etc.), the purpose for disclosure and the time period during which the release is effective. Clients transferring to other providers must be provided with a copy or summary of their medical record, upon request, to expedite continuity of care. Family planning providers should make arrangements for the transfer of pertinent client information, including medical records to a referral provider. Client information must only be transferred after the client has given written, signed consent.

Agencies are expected to be in compliance with the confidentiality requirements under the Health Information Portability and Accountability Act (HIPAA). Delegate has a policy stating the frequency with which they conduct HIPAA training and the policy is followed.

QFP Recommendation

None

Evidence Requirement is Met

1. Documentation (e.g., staff circulars, new employee orientation documentation, training curricula) demonstrates that staff has been informed at least once during period of employment about policies related to preserving client confidentiality and privacy.
2. Written clinical protocols and policies have statements related to client confidentiality and privacy.
3. Delegate agency has policy and procedures that safeguards and protects client confidentiality.
4. The health records system has safeguards in place to ensure adequate privacy, security, and appropriate access to personal health information.
5. There is evidence that HIPAA privacy forms are provided to clients and signed forms are collected as required.
6. General consent forms for services state that services will be provided in a confidential manner and note any limitations that may apply.
7. Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence).
8. Documentation at delegate agency demonstrates that policies and procedures are in place when clients request confidential services that confidentiality is maintained when billing and collecting payments.
9. Client education materials (e.g., posters, videos, flyers) noting the client's right to confidential services are freely available to clients.
10. The physical layout of the facility ensures that client services are provided in a manner that allows for confidentiality and privacy.

4. COMMUNITY PARTICIPATION, EDUCATION, AND PROJECT PROMOTION

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

Title X Requirement – 4.1 Collaborative Planning and Community Engagement

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

Additional AFHP Standard

AFHP considers this requirement as met by having a community advisory board representative of the population served that meets on a regular basis per the delegates'

policies. For those agencies that have a Board of Directors (BOD) that is representative of the community, the BOD can be the body that fills this requirement.

Delegate agency should have a policy to prevent employees, consultants, or members of governing/advisory bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others.

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has a written policy and procedures in place for ensuring that there is an opportunity for community participation in developing, implementing, and evaluating the project plan. Participants should include individuals who are broadly representative of the population to be served, and who are knowledgeable about the community's needs for family planning services.
2. The community engagement plan: (a) engages diverse community members including adolescents and current clients, and (b) specifies ways that community members will be involved in efforts to develop, assess, and/or evaluate the program.
3. Documentation demonstrates that the community engagement plan has been implemented (e.g., reports, meeting minutes, etc.)

Title X Requirement – 4.2 Community Awareness and Education

Each family planning project must provide for community education, participation, and engagement 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 by diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services (42 CFR 59.5(b)(3)). Community education, participation, and engagement should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Additional AFHP Standard

Delegate agencies should also promote the availability of Title X services in their brochures, newsletters, on websites and in the health center waiting areas, noting that services are offered on a sliding fee schedule.

Promotion activities should be documented and reviewed annually and be responsive to the changing needs of the community.

A variety of approaches can be used to accomplish this requirement. Some examples of techniques which can be used are:

1. Discussions with groups, classes, or community-based health and social service providers, to increase their knowledge of family planning and Title X services and assist them with referring clients for services;
2. Development of fliers, brochures, or posters which increase awareness of family planning services, related health issues or provide information on Title X services and health center sites; and,
3. The use of mass media such as public service announcements or press release which increase general awareness of family planning and/or Title X Programs.

All materials published with Title X funding include a funding acknowledgement. Below is language that can be utilized to meet this requirement.

Recommended Funding Acknowledgment for materials published with Title X funds:

"This [project/publication/program/website, etc.] is supported by the Office of Population Affairs (OPA), in the Office of the Assistant Secretary for Health (OASH), of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$6.1 million with 100 percent funded by OPA/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by OPA/OASH/HHS, or the U.S. Government. For more information, please visit opa.hhs.gov."

Discounted Services:

"You may be eligible for no cost or discounted family planning services. Contact (xxx) xxx-xxxx for more information."

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has policies and procedures in place to guide community education, participation, and engagement activities.
2. Documentation demonstrates that the grantee conducts periodic assessment of the needs of the community with regard to their awareness of and need for access to family planning services.
3. Delegate has a written community education, participation, and engagement plan that has been implemented (e.g., media spots/materials developed, event photos, participant logs, and monitoring reports). The plan: (a) states that the purpose is to achieve community understanding of the objectives of the program, make known the availability of services to potential clients, and encourage continued participation by diverse persons to whom family planning may be beneficial, (b) promotes the use of family planning among

those with unmet need, (c) utilizes an appropriate range of methods to reach the community, and (d) includes an evaluation strategy.

4. Documentation that evaluation has been conducted, and that program activities have been modified in response.

5. INFORMATION AND EDUCATION MATERIALS APPROVAL

Every project is responsible for reviewing and approving informational and educational materials. The Information and Education (I&E) Advisory Committee may serve the community participation function in 42 CFR 59.5(b)(10) if it meets the requirements, or a separate group may be identified.

Title X Requirement – 5.1 Materials Review and Approval Process

Title X grantees and sub-recipient agencies are required to have a review and approval process, by an Advisory Committee, of all informational and educational materials (print and electronic) developed or made available under the project prior to their distribution (Section 1006(d)(2), PHS Act; 42 CFR 59.6(a)).

Additional AFHP Standard

Delegate agency I&E policies must clearly state how frequently materials will be reviewed. Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures that ensure materials are reviewed prior to being made available to the clients that receive services within the project.
2. Delegate has written policies and procedures for reviewing all informational and educational materials prior to their distribution.
3. Committee meeting minutes demonstrate the process used to review and approve materials.
4. Educational materials available at the service sites have been approved by the I&E Committee.

Title X Requirement – 5.2 Advisory Committee Diversity

The committee must include individuals broadly representative) of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous

and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality) (42 CFR 59.6(b)(2)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has established a project advisory committee that is comprised of members who are broadly representative of the population served.
2. The delegate has written policies to establish and oversee an advisory committee.
3. Delegate documentation (meeting minutes, lists of advisory committee members, etc.) demonstrates this requirement has been met.

Title X Requirement – 5.3 Advisory Committee Membership

Each Title X grantee must have an Advisory Committee of no fewer than five members and up to as many members the recipient determines, except that this provision may be waived by the Secretary for good cause shown (42 CFR 59.6(b)(1)). This Advisory Committee must review and approve all I&E materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures in place to address the Advisory Committee requirements.
2. Delegate maintains and updates Lists/Rosters of Advisory Committee members.
3. Delegate maintains Advisory Committee written meeting minutes.
4. Advisory committee minutes indicate that the committee is active.

Title X Requirement – 5.5 Advisory Committee Responsibility for Materials Review

The Advisory Committee(s) may delegate responsibility for the review of the factual, technical, and clinical accuracy to appropriate project staff; however, final responsibility for approval of the I&E materials rests with the Advisory Committee.

Additional AFHP Standard

Refer to I&E toolkit for resources to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures specify the factual, technical and clinical accuracy components of the review are delegated to project staff.
2. If review of factual, technical, and /or clinical content has been delegated, there is evidence of Advisory Committee oversight and final approval.

Title X Requirement – 5.6 Advisory Committee Requirements

The I&E Advisory Committee(s) must:

- Consider the educational, cultural, and diverse backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct, medically accurate, culturally and linguistically appropriate, inclusive, and trauma informed;
- Determine whether the material is suitable for the population or community to which it is to be made available; and
- Establish a written record of its determinations (Section 10065, PHS Act; 42 CFR 59.6(b)(3)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures document that the required elements of this section are addressed.
2. Meeting minutes and/or review forms document that all required components are addressed.

6. ADDITIONAL ADMINISTRATIVE REQUIREMENTS

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

Title X Requirement - 6.1 Facilities and Accessibility of Services

Title X clinics must have written policies that are consistent with the HHS Office for Civil Rights policy document, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*

(HHS Office for Civil Rights).

Projects may not discriminate on the basis of disability and, when viewed in their entirety, facilities must be readily accessible to persons with disabilities (45 CFR part 84; 42 CFR 59.5(a)(4)).

Additional AFHP Standard

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

Title X service sites should have plans to respond to disasters, emergencies, epidemics, and pandemics to ensure continuity of services to clients in their communities as circumstances permit.

Delegate agencies are required to develop policies and procedures for addressing the language assistance needs of persons who are not proficient or are limited in their ability to communicate in the English language ("Limited English Proficiency, or "LEP" individuals). In order to ensure that LEP individuals have equal access to Title X funded services, delegate agencies should at a minimum:

- Have a procedure in place for identifying the language needs of clients.
- Have ready access to, and provide services, of trained interpreters in a timely manner during hours of operation. Delegate agencies are expected to have bilingual staff on-site. AFHP will facilitate and cover the cost for language services through an interpreter service on an as-needed basis.

- Continuously display posters and signs, in appropriate non-English languages, in health center areas informing LEP clients of the right to language assistance and interpreter services at no cost. Clients may choose to, but should not be expected to, provide their own interpreter. Minors should never be used as interpreters in a reproductive health care setting.

AFHP provides language assistance through Certified Languages International (CLI) for interpreting services. See *Appendix 1* for specific instructions.

QFP Recommendation

When developing written policies that meet these requirements, projects implement the recommendations presented in "Appendix E" (pages 48-49) of the QFP.

1. Educational materials are clear and easy to understand (e.g., 4th-6th grade reading level).
2. Observation demonstrates that information is presented in a way that emphasizes essential points (e.g., limits the amount of information presented appropriately).
3. Observation demonstrates information on risks and benefits is communicated in a way that is easily understood (e.g., using natural frequencies and common denominators).
4. Information provided during counseling is culturally appropriate and reflects the client's beliefs, ethnic background, and cultural practices.
5. Educational materials are tailored to literacy, age, and language preferences of client populations.

Evidence Requirement is Met

1. Policies assure language translation services are readily provided when needed.
2. Service site documentation indicates that staff is aware of policies and processes that exist to access language translation services when needed.
3. Policies and procedures ensure access to services for persons with disabilities at service sites.
4. Delegate maintains documentation of any accommodations made for persons with disabilities.
5. Project sites are free from obvious structural or other barriers that would prevent persons with disabilities from accessing services.

Title X Requirement - 6.2 Human Subjects Clearance (Research)

Research conducted within Title X projects may be subject to Department of Health and Human Services regulations regarding the protection of human subjects (45 CFR Part 46).

The grantee/sub-recipient should advise their Regional Office in writing of any research projects that involve Title X clients (HHS Grants Policy Statement 2007, II-9).

Additional AFHP Standard

As applicable, proof of Institutional Review Board (IRB) clearance and the approved consent form also need to be submitted to AFHP. If the research project is approved, delegate must submit a written semi-annual status update and a final report of the research project.

Delegate agency has a policy indicating that they will notify AFHP in writing of any research projects that involve family planning clients.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies address this requirement.

AFHP Standard – 6.3 Close-Out

Additional AFHP Standard

See *Appendix 2* for AFHP Delegate Close-Out Checklist

PROGRAM POLICY NOTICES

OPA Program Policy Notice: Confidential Services to Adolescents

Clarification regarding "Program Requirements for Title X Family Planning Projects" Confidential Services to Adolescents OPA Program Policy Notice 2014-01
Release Date: June 5, 2014

Clarification

It continues to be the case that Title X projects may not require written consent of parents or guardians for the provision of services to minors. Nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.

Title X projects, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

Additional AFHP Standard

AFHP Guidance for PPN 2014-01:

Delegate agency must have a policy that states that adolescents require age-appropriate information and skilled counseling services. Services to adolescents should be available on a walk-in basis or on short notice. It should not be assumed that all adolescents are sexually active.

Delegate agencies should inform minor clients of the health center's legal requirements and policy regarding mandated reports to local law enforcement agencies. The health center must have policies regarding reporting of child abuse or neglect and should involve adolescent clients in the steps required to comply with those laws. Health centers must also have a mechanism to track reports to local law enforcement agencies. Health centers are advised to consult with legal counsel to ensure that their policies are in compliance with state law.

AFHP Recommended Evidence:

1. Medical records contain documentation of counseling on family participation at each visit (specific action or reason why family participation was not encouraged)
2. Medical records contain documentation of counseling on resisting sexual coercion at each visit

QFP Recommendation

None

Evidence Requirement is Met

No federal evidence required at the time this PSPM was published.

OPA Program Policy Notice: Integrating with Primary Care Providers

Clarification regarding "Program Requirements for Title X Family Planning

Projects" Integrating with Primary Care Providers OPA Program Policy Notice

2016-11

Release Date: November 22, 2016

Clarification

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

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

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

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

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

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

- Clients receiving only Title X family planning services with family incomes at or below 100% of the FPL must not be charged for services received. In order to comply with Title X regulations, any nominal fee typically collected by a HRSA health center program grantee or look-alike would **not be charged to the client receiving only Title X family planning services**.
- Clients receiving only Title X family planning services with family incomes that are between 101% FPL and 250% FPL must be charged in accordance with a specific Title X SFDS based on the client's ability to pay. Any differences between charges based on applying the Title X SFDS and the health center's discounting schedule could be allocated to Title X grant funds. This allocation is aligned with the guidance provided in HRSA's PIN 2014-02, as discussed above. This PIN states that program grantees, *"may receive or have access to other funding sources (e.g., Federal, State, local, or private funds) that contain terms and conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG [Federal Poverty Guidelines]. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source."*

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

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

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

1

Issue 2: Fulfilling Data Reporting Requirements

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

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

Issue 3: Sliding Fee Discount Schedule Eligibility for Individuals Seeking Confidential Services

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

Additional AFHP Standard

AFHP Guidance for PPN 2016-11:

None

AFHP Recommended Evidence:

1. Medical records contain documentation of appropriate billing
2. Data reporting procedures for CDS and UDS
3. Billing procedures that preserve client confidentiality

QFP Recommendation

None

Evidence Requirement is Met

No federal evidence required at the time this PSPM was published.

APPENDIX 1

Instructions for Certified Languages International (CLI)

1. Dial 1-800-225-5254
2. When the operator answers, tell them*:
 - a. Your customer code is: ARIZFPC
 - b. The language you need
 - c. Your name, phone number, CDS health center ID, clinic name, and the client's ID
3. The operator will connect you with an interpreter promptly

*If the client is not at the health center, let the operator know you need a third-party dial out/outbound call.

APPENDIX 2**AFHP Delegate Close-Out Checklist**

Task	Target Completion Date	Responsible Party	Actual Completion Date
Submit to AFHP: a) A written plan which addresses the provisions being made for notifying clients of termination of services OR b) Written confirmation that access to services and the scope of services will not change. c) If terminating a health center, provide a copy of the letter that will be sent to clients notifying them of the closure with a list of nearby Title X clinics or similar sliding fee providers.	30 days prior to the contract termination date		
Provide AFHP with confirmation that all subcontracts solely related to the Title X contract are terminated. a) Provide AFHP with a written plan for how subcontractors will be notified b) Provide AFHP with a list of all subcontracts related to the Title X contract c) Dates for subcontractor notification must be included	30 days prior to the contract termination date		
Provide AFHP with information accounting for any real and personal property acquired with federal funding	Prior to final payment		
Provide AFHP plans to return or purchase from AFHP capital equipment purchased with Title X funds that were greater than \$5,000 and are not fully depreciated at the end of the contract period.	30 days prior to contract termination date		

Make arrangements with AFHP for the purchase of, transfer or delivery of any materials, equipment or documents related to the Title X program.	No later than 30 days after the end of the contract		
Provide AFHP with a written request for any requests for adjustments to the contract award amount.	30 days prior to contract termination date. AFHP reserves the right to disallow any costs resulting from obligations incurred by the delegate agency during a termination unless these costs were approved or authorized by AFHP.		
Provide AFHP with a refund for any balances owed to AFHP for advances or other unauthorized costs incurred with contract funds.	Prior to final payment		
The Authorizing Official at the delegate agency must submit a 340B "Change Request Form" to end the 340B program for family planning services. The form can be found here: http://www.hrsa.gov/opa/programrequirements/forms/340bchangeform.pdf	Prior to the last day of clinic services		
Provide AFHP with a written description of how remaining 340B drugs will be used, returned, or destroyed. Note: 340B covered entities are prohibited from transferring 340B drugs to a different covered entity.	30 days prior to the health center closure		
Submit client data into AFHP's Central Data System (CDS).	The 15 th of the month following the last day of clinic services		
Remove information regarding the Title X program from agency's website.	During the last week of clinic services		
Provide AFHP with all outstanding financial, performance and programmatic reports.	45 days after the contract termination date or on the date		

	stipulated in the contract, whichever is sooner		
Ensure adherence to document and record retention per agency's policy	Ongoing, per agency's policy		

Final payment will be held until all Title X financial, performance, programmatic reports have been received, and arrangements have been made for all materials, equipment, and documents.

List of Subcontractors and Subcontractor Contracts

At this time, there is only one sub-contractor working with the Family Planning program. Dr. Jessica Moreno's contract and Amendment #1 are attached here.

Pima County Department of Health

Project: Medical Consultant for Title X Family Planning Program

Contractor: Jessica Moreno
6380 N. Placita Alta Reposa
Tucson, AZ 85750

Amount: \$28,368.00

Contract No.: CT-HD-21-408

Funding: Grant funding (2042), Family Planning Program (GHD02008), Unit 2897

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Jessica Moreno ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.7.III.1.4.a.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on June 1, 2021 and will terminate on May 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (1 page), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff: Jessica Moreno, MD.

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rate set forth in **Exhibit A**. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$28,368 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract.

6.1. Insurance Coverages and Limits:

- 6.1.1. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned vehicles assigned to or used in the performance of this Contract with minimum limits not less than \$300,000 combined single limit for bodily injury and property damage.

6.1.2. **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory Workers' Compensation benefits. In Arizona, workers' compensation statutory coverage is compulsory for employers of one or more employees. Note: The Workers' Compensation requirement does not apply if Contractor has no employees and therefore is exempt under A.R.S. § 23-901, and has signed and executed the Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.1.3. **Professional Liability Errors and Omission (E & O) Insurance:** Professional Liability to include professional misconduct and negligent acts of anyone performing professional services in the delivery of products, services and/or licensed programs under this contract with policy limits not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. A Claims-Made policy is acceptable.

6.2. County Verification and Approval of Coverage:

6.2.1. **Coverage Documentation:** Contractor must provide certificates of insurance or other appropriate documentation to County. Each certificate must include in the body of the Certificate the Pima County contract tracking number and Project Name for this Contract, which is on the first page of the Contract.

6.2.2. **Insurance Renewal:** The insurance policy must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. If the policy expires during the contract period, a renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this Contract.

6.2.3. **Cancellation Notice:** Each Required Insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima County within two days of their receipt of notice of a policy suspension, policy cancellation or a material change of coverage of the Required Insurance.

6.2.4. **Approval and Modifications:** The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act

or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination.**
 - 17.1. Without Cause. Either party may terminate this Contract at any time without cause by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Theresa Cullen, MD, Director
Pima County Health Department
3950 S. Country Club Dr., #100
Tucson, AZ 85714
(520) 724-7765
Theresa.Cullen@pima.gov

Contractor:
Jessica Moreno, MD
6380 N. Placita Alta Reposa
Tucson, AZ 85750

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
 - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
 - 24.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

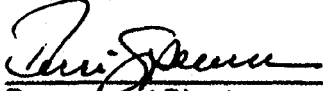
24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance**. This Contract is funded by County funds that serve as a required match for Federal grant funds received via the Arizona Family Health Partnership Family Planning Program Contract, a copy of which has been provided to the Contractor. In addition Contractor agrees to comply with the federal requirements listed in **Exhibit B** (one page).
26. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment**. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
28. **Entire Agreement**. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

PIMA COUNTY

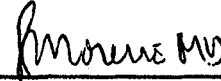


Procurement Director

5/28/2021

Date

CONTRACTOR




Authorized Officer Signature

Jessica Moreno, M.D.

Printed Name and Title

5/26/2021

Date


APPROVED AS TO FORM

Deputy County Attorney
Jonathan Pinkney

Print DCA Name

5/26/21

Date

APPROVED AS TO CONTENT


Department Representative

05/27/21
Date

Exhibit A (1 page)

Scope of Services

1. Review procedures, protocols, and standing orders in adherence to Title X requirements, the CDC's Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services guidelines (2017) and updates (see <https://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>), Pima County Policies and Procedures, Pima County Health Department Operational Policies and Procedures and the American College of Obstetricians and Gynecologists (ACOG) guidelines.
2. Review operational activities, including chart reviews of Clinicians on a quarterly basis, providing feedback and corrective action recommendations as needed.
3. Act as the lead consultant for clinical staff regarding follow-up, case management, clinical guidelines and service delivery and methodology.
4. Participate in monthly PCHD Clinician Meetings, days and timeframes to be determined based on availability of PCHD staff and Contractor.
5. Provide consultation as needed. This would most likely happen during PCHD clinic hours which are 8 am-12 pm and 1 pm-5 pm Monday- Friday.
6. PCHD estimates that the average number of hours required per month would be no more than ten.
7. Consultant shall be compensated on a fixed fee basis of \$2,364 a month, or \$28,368 annually. Please refer to Article #5 for additional information on Compensation.

Exhibit B (1 page)

BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

1. Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, Program Notices, and Program Requirements, including Attachment 7 of County's Family Planning Program Contract with the Arizona Family Health Partnership, *AFHP 2019 Program Standards and Policy Manual*, as posted with the Solicitation.
2. Contractor must comply with applicable standards, orders or requirements issued under:
 - 2.1. Health and Human Services, Grants Policy Statement including all applicable Public Policy Requirements;
 - 2.2. Clean Air Act (42 USC 7401-7671q);
 - 2.3. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
3. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
5. Contractor may be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pima County Department of Health

Project: Medical Consultant for Title X Family Planning Program

Contractor: Jessica Moreno
6380 N. Placita Alta Reposa
Tucson, AZ 85750

Contract No.: CT-HD-21-408

Contract Amendment No.: 01

Orig. Contract Term: 06/01/2021 - 05/31/2022	Orig. Amount:	\$ 28,368.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ N/A
Termination Date This Amendment: 05/31/2023	This Amendment Amount:	\$ 28,368.00
	Revised Total Amount:	\$ 56,736.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On June 1, 2021, County and Contractor entered into the above referenced agreement to provide medical consulting services.

1.2. Purpose. County requires continuing services for an additional year.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on June 1, 2022 and terminating on May 31, 2023. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 5, is increased by \$28,368.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$56,736.00.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY


Procurement Director

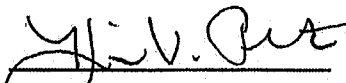
5/5/2022
Date


Deputy County Attorney

Jonathan Pinkney

Print DCA Name
5/2/22
Date

APPROVED AS TO CONTENT


Department Representative
5/2/22
Date

CONTRACTOR


Authorized Officer Signature

Jessica Moreno M.D.
Printed Name and Title

5/1/2022
Date



Arizona Family Health Partnership

Request for Title X Contract Funds

Agency:

Reporting Period

From: To: This is a request for : Advance Funds Reimbursement

	Title X	Total Funds Earned this Reporting Period (i.e. this request)	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
Title X Base Grant				\$ -	\$ -	#DIV/0!
Amendment 1				\$ -	\$ -	#DIV/0!
Amendment 2				\$ -	\$ -	#DIV/0!
Total		\$ -	\$ -	\$ -	\$ -	

Certification: By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001). By requesting funding of this amount, the undersigned certifies that all prior advanced contracted Title X funds and Title X generated client fees and donations have been expended by this agency.

Authorized Signature

Date of request

Actual or Electronic Signature Required

Name

Title

AFHP Program Dept Use Only

AFHP Program Manager Certification

☐ Performance satisfactory for payment
☐ Performance unsatisfactory withhold payment
☐ Incorrect invoice, returned for clarification
☐ No payment due

AFHP Accounting use only

Date invoice recorded in QB
 Date of drawdown
 AFHP check #
 Date of check
 Title X report updated
 Date of ACH deposit

Program Manager Signature

Date

Business Office Signature

Date



**PIMA COUNTY
DEPARTMENT OF FINANCE AND RISK MANAGEMENT**

Michelle Campagne, Director

CERTIFICATE OF SELF-INSURANCE

THIS IS TO CERTIFY THAT PIMA COUNTY,
IN ACCORDANCE WITH A.R.S. §11-981 AND PIMA COUNTY CODE §3.04, IS SELF-
INSURED.

TO THE EXTENT PERMITTED BY LAW, PIMA COUNTY, AS A SELF-
INSURER, IS PROVIDING EVIDENCE OF GENERAL LIABILITY COVERAGE FOR
THE COUNTY OF THREE MILLION DOLLARS (\$3,000,000), FIDELITY – EMPLOYEE
DISHONESTY COVERAGE FOR THE COUNTY OF FIVE THOUSAND DOLLARS
(\$5,000), MEDICAL MALPRACTICE COVERAGE FOR THE COUNTY OF ONE
MILLION DOLLARS (\$1,000,000), AND WORKERS COMPENSATION COVERAGE
FOR THE COUNTY STATUTORY LIMIT OF ONE MILLION DOLLARS (\$1,000,000),
FOR LIABILITIES THAT HAVE BEEN PROPERLY DETERMINED TO ARISE FROM
THIS ACTIVITY.

DATE OF ISSUE:
June 9, 2022

CERTIFICATE HOLDER:
Arizona Family Health Partnership
3101 N. Central Avenue, Suite 1120
Phoenix, AZ 85012
Attn: Ms. Dania Garcia 602-258-5777

Program:
Provide education, distribution of supplies, and health
screenings at 3101 N. Central Avenue, Suite 1120
Phoenix, AZ 85012

Certificate Date:
June 9, through September 30, 2022

***Certificate good with respect to
Pima County only.***



Maria Luna, Risk Manager
Pima County Finance & Risk Management Department

**RESERVED FOR
CONTRACT AMENDMENTS**

Katrina Martinez

From: Corrie Cotugno
Sent: Friday, June 24, 2022 8:09 AM
To: Katrina Martinez
Subject: FW: GTAW-HD-22-140

From: Sharon Grant <Sharon.Grant@pima.gov>
Sent: Thursday, June 23, 2022 5:05 PM
To: Corrie Cotugno <Corrie.Cotugno@pima.gov>
Subject: RE: GTAW-HD-22-140

Greetings. The match funds are from the Health Special Revenue Fund, 2002. The following is from the grant contract:

The Contractor will not receive any Reimbursement until it identifies in writing and submits to the Partnership the source and allocation of up to **\$750,000** ("**Contractor Contribution**") to satisfy its Budget. At a minimum, the Contractor Contribution must constitute at least ten percent (10%) of the Budget.

In the match amount section, I wrote "up to \$750,000, 10% required" 10% would be \$125,000, so obviously it is a huge range. However, PCHD has budgeted \$750,000 for the match. How would you like me to change the BOS AIR? Thanks.

Sharon Grant, MA
Contracts/Grants Manager
Pima County Health Department

From: Corrie Cotugno <Corrie.Cotugno@pima.gov>
Sent: Thursday, June 23, 2022 4:36 PM
To: Sharon Grant <Sharon.Grant@pima.gov>
Subject: GTAW-HD-22-140

Good Afternoon,

We are reviewing the items for the 7/5 BOS Meeting and we had a question on this grant. We need to know which fund is used for the fund match (on the second page of the BOSAIR it is not clear what the funding source for the match funding from other sources is) and we wanted to make sure the amounts are correct for the match. It is listed that the revenue amount is \$500,000 and then the fund match is up to \$750,000/10% and we just wanted to make sure those numbers were correct. If you could send us back a revised version, if necessary, that would be great!

Thank you!

Corrie Cotugno
Administrative Support Specialist Senior
Clerk of the Board's Office
130 W. Congress 1st Floor
Tucson, AZ 85701
520-724-8422