



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: May 19, 2020

\* = 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 \$733,129 to serve 6,500 unduplicated clients from April 1, 2020 to March 31, 2021 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 2018-19 program year, Pima County Health Department exceeded it's yearly goal of 6,500 unduplicated clients by 3%, serving a total of 6,697 unduplicated clients. In the 2019-20 grant year, because of reduced activity at the PCHD clinics due to COVID-19, PCHD fell short of their annual goal and AFHP made allowances for that with an Amendment. This grant funded contract also makes allowance for the possibility of falling short of the 6,500 targeted clients due to COVID-19 closures by not imposing any reduction in funding unless PCHD falls below 80% of the targeted number (the contract usually reduces funding by \$113 for each client below 97% of target).

**\*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 April 22, 2020. It is effective April 1, 2020. 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.

G.M.I. Approved 5-13-20 *AS*

**Contract / Award Information**

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

Effective 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.: \_\_\_\_\_

Effective 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): 20-108

Effective Date: 04/01/2020 Termination Date: 03/31/2021 Amendment Number: 00

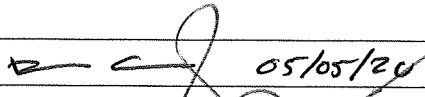
☒ Match Amount: \$ 593,120.00 ☒ Revenue Amount: \$ 733,129.00**\*All Funding Source(s) required:** Title X of the Public Health Service Act (federal funding from the Department of Health and Human Services) via Arizona Family Health Partnership**\*Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☒ Yes ☐ No If Yes \$ 593,120.00 % \_\_\_\_\_**\*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:  05/05/20

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:  17 May 2019  
(Required for Board Agenda/Addendum Items)

## ARIZONA FAMILY HEALTH PARTNERSHIP FAMILY PLANNING PROGRAM CONTRACT

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

### RECITALS

**WHEREAS**, the Partnership has received Grant # 5 FHPA006468-02-00 (the “**Grant**”) dated March 18, 2020, 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, 2020 and terminates March 31, 2021**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”).

1.2 Services and Standards. The Contractor will provide **6,500** 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 2020-2021 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**”), attached as Attachment 6;

1.2.6 The Title X Program Priorities and Key Issues for the applicable year (the “**Priorities and Key Issues**”), attached as Attachment 7; and

1.2.7 All other applicable federal and State laws and regulations.

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

1.4 Subcontractors. The Contractor will submit a list of any subcontractors and/or independent consultants providing Family Planning Services within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Each will be attached as Attachment 8. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the 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 **\$733,129** (“**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 an additional **\$593,120** (“**Contractor Contribution**”) to satisfy its 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 80% 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 80% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the base Reimbursement will be reduced by **\$113** for each client below the 80% threshold.

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

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

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

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

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

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

2.3.2 Encouraging, promoting or advocating abortion as a method of family planning;

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

2.3.4 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 minimis indirect cost rate defined in CFR 200.414);

2.3.5 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.

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

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

2.3.8 Advocating or promoting gun control.

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

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

### 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. Contractor has also reviewed the Program Priorities and Key Issues. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

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

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

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

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

#### ARTICLE IV COVENANTS

4.1 Compliance with Laws, Regulations, 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 CFR Part 200.310–316 and 45 CFR Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 CFR Part 170);

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

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

4.1.5 The Consolidated Appropriations Act, 2012 (Public Law 112-74), enacted December 23, 2011, and all subsequent Continuing Resolutions; and

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

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

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

4.4 Retention of and Access to Records; Audit.

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

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

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



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

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

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

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

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

4.8 Required Meetings. The Contractor must participate in two (2) meetings with the Partnership held during the Term of this Contract. The Contractor's staff attending such meetings must be persons with managerial responsibilities related to the Contract and must attend a minimum of one meeting

in person. Staff may participate in the remainder of the meetings by teleconference or webinar. Additionally, one family planning clinician must attend a clinician training that will coincide with the in-person meeting.

## ARTICLE V INSURANCE AND INDEMNIFICATION

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

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

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless the Partnership and its officers, officials, agents, and employees (hereinafter referred to as "**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 cash disbursed under this Contract; and (ii) all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract will, at the option of the Partnership, become the Partnership's property or be disposed of in accordance with the Partnership's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Delegate Closeout Checklist, as defined in the Manual.

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

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

6.1.3 Termination or Reduction of DHHS Funding. 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:  
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 matter that most closely matches the intent of the provision without making it unenforceable.

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

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

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

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

**CONTRACTOR:**

**PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Chairman, Board of Supervisors

Brenda L. Thomas, MPA

Pima County

Chief Executive Officer

86-6000543

Arizona Family Health Partnership

Contractor ID Number (EIN)

Nine Digit DUNS#: 144733792

\_\_\_\_\_  
Date

DUNS Registered Name: Pima County

\_\_\_\_\_  
Date

Please see following page for additional signatures.

ATTEST:

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Clerk, Board of Supervisors

APPROVED AS TO FORM:



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Deputy County Attorney

REVIEWED BY:



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Pima County Health Department



## AFHP AGENCY HEALTH CENTER REPORT

**Agency Name :** Pima County Health Department  
**Grant Name:** ARIZONA GRANT  
**Revised Date :** 11/22/2019  
**Date :** 11/27/2019

Name	Address	Office Hours	Clinic Hours	Number of Clients	Status	Applied Years
<b>Theresa Lee Public Health Center</b>	<b>Address :</b> 1493 W. Commerce Court <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85746 <b>Phone Number :</b> 5207247900	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	3185	Opened	2015, 2016, 2017, April 2019-March 2020, April 2020-March 2021, Sept 2018-March 2019
<b>South Clinic</b>	<b>Address :</b> 175 W. Irvington <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5202942026	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM		Closed (31st December, 2015)	2014, 2015, 2018
<b>North Clinic</b>	<b>Address :</b> 3550 N. 1st Ave., STE 300 <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85719 <b>Phone Number :</b> 5207242880	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	2792	Opened	2014, 2015, 2016, 2017, April 2019-March 2020, April 2020-March 2021, Sept 2018-March 2019



<b>Mobile Unit - Special Events</b>	<b>Address :</b> 3950 S. Country Club Rd <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5207243905	Monday - to Tuesday - to Wednesday - to Thursday - to Friday - to Saturday - to Sunday - to	Monday - to Tuesday - to Wednesday - to Thursday - to Friday - to Saturday - to Sunday - to	184	Opened	2014, 2015, 2016, 2017, April 2019-March 2020, April 2020-March 2021, Sept 2018-March 2019
<b>Mobile - Highschools</b>	<b>Address :</b> 3950 S. Country Club Rd <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85714 <b>Phone Number :</b> 5207243905	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Wednesday - 01:30 PM to 04:00 PM Thursday - 12:00 PM to 04:00 PM Friday - 01:30 PM to 04:00 PM	339	Opened	2014, 2015, 2016, 2017, April 2019-March 2020, April 2020-March 2021, Sept 2018-March 2019
<b>East Clinic</b>	<b>Address :</b> 6920 E. Broadway, STE A <b>City :</b> Tucson <b>State :</b> Arizona <b>ZipCode :</b> 85710 <b>Phone Number :</b> 5207249660	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	Monday - 08:00 AM to 05:00 PM Tuesday - 08:00 AM to 05:00 PM Wednesday - 08:00 AM to 05:00 PM Thursday - 08:00 AM to 05:00 PM Friday - 08:00 AM to 05:00 PM	175	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 2020-March 2021

Services	Name of Health Centers			
	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

## Attachment 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
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
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

## Attachment 1

3. Syphilis	1	1	1	1
4. Herpes	1	1	1	1
5. Hepatitis C for High Risk Populations	2	2	2	2
6. HIV	2	2	2	2
8) Related 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
9) Other Preventive Health Services				
1. Other specify	3	3	3	3
2. Other specify	3	3	3	3
3. Other specify	3	3	3	3
4. Other specify	3	3	3	3



## AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

### April 2020-March 2021 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Mobile - Highschools  
**Name of Person filling out form:** Richard Wascher  
**Date:** 11/27/2019  
**Revision Date:** 11/26/2019

#### Title X Family Planning Users:

Unduplicated Female Users : 203  
 Unduplicated Male Users : 136  
**\*\*Total Unduplicated Females & Males : 339**

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

19 years and under : 339  
 Total Unduplicated Teens : 339

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 339  
 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 % : 339**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	102	75	177
99202	80	50	130
99203			
99204			
99205			
99211	18	5	23
99212	222	20	242
99213			
99214			
99215			
Total Number of Client Visits*:	422	150	572

\* 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 2020-March 2021 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Mobile Unit - Special Events  
**Name of Person filling out form:** Richard Wascher  
**Date:** 11/27/2019  
**Revision Date:** 11/26/2019

#### Title X Family Planning Users:

Unduplicated Female Users : 110  
 Unduplicated Male Users : 74  
**\*\*Total Unduplicated Females & Males : 184**

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

19 years and under : 83  
 Total Unduplicated Teens : 83

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 182  
 Between 101 and 138% : 2  
 Between 139 and 200% : 0  
 Between 201 and 250% : 0  
 At or above 251% : 0  
**\*\*Total Unduplicated clients by FPL % : 184**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	100	25	125
99202	25	15	40
99203			
99204			
99205			
99211	40	20	60
99212	20	15	35
99213			
99214			
99215			
Total Number of Client Visits*:	185	75	260

\* 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 2020-March 2021 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** North Clinic  
**Name of Person filling out form:** Richard Wascher  
**Date:** 11/27/2019  
**Revision Date:** 11/26/2019

#### Title X Family Planning Users:

Unduplicated Female Users : 1900  
 Unduplicated Male Users : 892  
**\*\*Total Unduplicated Females & Males : 2792**

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

19 years and under : 369  
 Total Unduplicated Teens : 369

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1817  
 Between 101 and 138% : 445  
 Between 139 and 200% : 286  
 Between 201 and 250% : 89  
 At or above 251% : 155  
**\*\*Total Unduplicated clients by FPL % : 2792**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	41	33	74
99202	596	350	946
99203	33	15	48
99204			
99205			
99211	133	80	213
99212	1157	500	1657
99213	41	20	61
99214			
99215			
Total Number of Client Visits*:	2001	998	2999

\* 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 2020-March 2021 CLIENT DATA - SUMMARY

**Agency Name:** Pima County Health Department - ARIZONA GRANT  
**Health Center Name:** Theresa Lee Public Health Center  
**Name of Person filling out form:** Richard Wascher  
**Date:** 11/27/2019  
**Revision Date:** 11/26/2019

#### Title X Family Planning Users:

Unduplicated Female Users : 1939  
 Unduplicated Male Users : 1246  
**\*\*Total Unduplicated Females & Males : 3185**

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

19 years and under : 480  
 Total Unduplicated Teens : 480

#### Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1765  
 Between 101 and 138% : 685  
 Between 139 and 200% : 450  
 Between 201 and 250% : 114  
 At or above 251% : 171  
**\*\*Total Unduplicated clients by FPL % : 3185**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	384	200	584
99202	298	200	498
99203	42	10	52
99204			
99205			
99211	170	100	270
99212	1121	750	1871
99213	72	9	81
99214			
99215			
Total Number of Client Visits*:	2087	1269	3356

\* Duplicated clients numbers are okay

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

FPL = Federal Poverty Level



## AFHP AGENCY ANNUAL EXPENSES BUDGET REPORT

Agency Name: Pima County Health Department  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Richard Wascher  
 Date: 11/27/2019  
 Revised Date: 11/26/2019  
 Reporting Period: April 1, 2020 - March 31, 2021

### Annual Budget Form April 2020-March 2021: Expenses Summary

EXPENSES	April 2019-March 2020 Budget	April 2020-March 2021 Title X Funds	April 2020-March 2021 Non Title X Funds	April 2020-March 2021 Total Program Budget
1. Personnel	\$718189.74	\$421248.52	\$395238.04	\$816486.56
2. Fringe Benefits	\$257366.03	\$136665.24	\$116258.92	\$252924.16
3. Travel	\$11225.01	\$7500.00	\$1.00	\$7501.00
4. Equipment	\$2.00	\$1.00	\$1.00	\$2.00
5. Supplies	\$208268.51	\$111919.87	\$77106.82	\$189026.69
6. Contractual	\$151005.80	\$1.00	\$86327.33	\$86328.33
7. Occupancy	\$64347.67	\$1.00	\$52499.06	\$52500.06
8. Other	\$129.94	\$1.00	\$5696.83	\$5697.83
9. Indirect	\$55723.30	\$55791.37	\$0.00	\$55791.37
<b>TOTAL EXPENSES</b>	<b>\$1466258.00</b>	<b>\$733129.00</b>	<b>\$733129.00</b>	<b>\$1466258.00</b>

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

Completed By : Richard Wascher





## AFHP AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pima County Health Department  
 Grant Name: ARIZONA GRANT  
 Name of Person filling out form: Richard Wascher  
 Date: 11/27/2019  
 Revised Date: 11/26/2019  
 Reporting Period: April 1, 2020 - March 31, 2021

### Annual Budget Form April 2020-March 2021 : Revenue Summary

REVENUE	April 2019-March 2020 Budget	April 2020-March 2021 Title X Funds	April 2020-March 2021 Non Title X Funds	April 2020-March 2021 Total Program Budget
<b>1) Federal Grants</b>				
1. Title X - Base	\$733129.00	\$733129.00		\$733129.00
2. Bureau of Primary Health Care (BPHC)	\$0.00		\$0.00	\$0.00
3. Other Federal Grants (Specify)	\$0.00		\$0.00	\$0.00
4. Other Federal Grants (Specify)	\$0.00		\$0.00	\$0.00
5. Title X Additional Funds (Specify)	\$0.00	\$0.00		\$0.00
<b>Sub Total of Federal Grants</b>	\$733129.00	\$733129.00	\$0.00	\$733129.00
<b>2) Payment For Services</b>				
1. Patient Collections/Fees	\$95001.96		\$96322.92	\$96322.92
<b>3) Third Party Payers</b>				
1. Medicaid (Title XIX)	\$92697.94		\$95277.32	\$95277.32
2. Medicare (Title XVIII)	\$0.00		\$0.00	\$0.00
3. Other public health insurance	\$0.00		\$0.00	\$0.00
4. Private health insurance	\$52080.28		\$53836.60	\$53836.60
<b>Sub Total of Third Party Payers</b>	\$144778.22	\$0.00	\$149113.92	\$149113.92
<b>4) Other Sources</b>				
1. Title V (MCH Block Grant)	\$140009.00		\$140009.00	\$140009.00
2. Local Government	\$272431.53		\$262856.47	\$262856.47
3. State Government	\$0.00		\$0.00	\$0.00
4. Client Donations	\$12957.08		\$12957.08	\$12957.08
5. Agency In Kind	\$67951.21		\$71869.61	\$71869.61
6. Agency Contribution (Non-County agencies only)	\$0.00		\$0.00	\$0.00
7. Other (Specify)	\$0.00		\$0.00	\$0.00
<b>Sub Total of Other Sources</b>	\$493348.82	\$0.00	\$487692.16	\$487692.16
<b>TOTAL REVENUE</b>	<b>\$1466258.00</b>	<b>\$733129.00</b>	<b>\$733129.00</b>	<b>\$1466258.00</b>

## ELECTRONIC CODE OF FEDERAL REGULATIONS

**e-CFR data is current as of December 5, 2019**

Title 42 → Chapter I → Subchapter D → Part 59 → Subpart A

Title 42: Public Health

PART 59—GRANTS FOR FAMILY PLANNING SERVICES

**Subpart A—Project Grants for Family Planning Services****Contents**[§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 or contract?](#)[§59.4 How does one apply for a family planning services grant?](#)[§59.5 What requirements must be met by a family planning project?](#)[§59.6 What procedures apply to assure the suitability of informational and educational material?](#)[§59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?](#)[§59.8 How is a grant awarded?](#)[§59.9 For what purpose may grant funds be used?](#)[§59.10 What other HHS regulations apply to grants under this subpart?](#)[§59.11 Confidentiality.](#)[§59.12 Additional conditions.](#)[§59.13 Standards of compliance with prohibition on abortion.](#)[§59.14 Requirements and limitations with respect to post-conception activities.](#)[§59.15 Maintenance of physical and financial separation.](#)[§59.16 Prohibition on activities that encourage, promote, or advocate for abortion.](#)[§59.17 Compliance with reporting requirements.](#)[§59.18 Appropriate use of funds.](#)[§59.19 Transition provisions; compliance.](#)

AUTHORITY: 42 U.S.C. 300 through 300a-6.

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

[↑ Back to Top](#)**§59.1 To what programs do these regulations apply?**

(a) 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. Unless otherwise specified, the requirements imposed by these regulations apply equally to grantees and subrecipients, and grantees shall require and ensure that subrecipients (and the subrecipients of subrecipients) comply with the requirements contained in these regulations pursuant to their written contracts with such subrecipients.

(b) Except for §§59.4, 59.8, and 59.10, the regulations of this subpart are also applicable to the execution of contracts 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, and will be applied in accordance with the applicable statutes, procedures and regulations that generally govern Federal contracts. To this extent, the use of the terms “grant”, “award”, “grantee”, and “subrecipient” in applicable regulations of this subpart will apply similarly to contracts, contractors and subcontractors, and the use of the term “project” or “program” will also apply to a project or program established by means of a contract.

[84 FR 7786, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

[↑ Back to Top](#)**§59.2 Definitions.**

As used in this subpart:

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

*Advanced Practice Provider* means a medical professional who receives at least a graduate level degree in the relevant medical field and maintains a license to diagnose, treat, and counsel patients. The term Advanced Practice Provider includes physician assistants and advanced practice registered nurses (APRN). Examples of APRNs that are an Advanced Practice Provider include certified nurse practitioner (CNP), clinical nurse specialist (CNS), certified registered nurse anesthetist (CRNA), and certified nurse-midwife (CNM).

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

*Family planning* means the voluntary process of identifying goals and developing a plan for the number and spacing of children and the means by which those goals may be achieved. These means include a broad range of acceptable and effective family planning methods and services, which may range from choosing not to have sex to the use of other family planning methods and services to limit or enhance the likelihood of conception (including contraceptive methods and natural family planning or other fertility awareness-based methods) and the management of infertility, including information about or referrals for adoption. Family planning services include preconception counseling, education, and general reproductive and fertility health care, in order to improve maternal and infant outcomes, and the health of women, men, and adolescents who seek family planning services, and the prevention, diagnosis, and treatment of infections and diseases which may threaten childbearing capability or the health of the individual, sexual partners, and potential future children. Family planning methods and services are never to be coercive and must always be strictly voluntary. Family planning does not include postconception care (including obstetric or prenatal care) or abortion as a method of family planning. Family planning, as supported under this subpart, should reduce the incidence of abortion.

*Grantee* means the entity that receives Federal financial assistance by means of a grant, and assumes legal and financial responsibility and accountability for the awarded funds, for the performance of the activities approved for funding and for reporting required information to the Office of Population Affairs.

*Low income family* means a family whose total income does not exceed 100% of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). The project director may find that low income family also includes members of families whose annual 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:

(1) Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources, provided that the Title X provider has documented in the minor's medical records the specific actions taken by the provider to encourage the minor to involve her/his family (including her/his parents or guardian) in her/his decision to seek family planning services, except that documentation of such encouragement is not to be required if the Title X provider has documented in the medical record:

(i) That it suspects the minor to be the victim of child abuse or incest; and

(ii) That it has, consistent with, and if permitted or required by, applicable State or local law, reported the situation to the relevant authorities.

(2) For the purpose of considering payment for contraceptive services only, where a woman has health insurance coverage through an employer that does not provide the contraceptive services sought by the woman because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider her insurance coverage status as a good reason why she is unable to pay for contraceptive services. In making that determination, the project director must also consider other circumstances affecting her ability to pay, such as her total income. The project director may, for the purpose of considering whether the woman is from a low income family or is eligible for a discount for contraceptive services on the schedule of discounts provided for in §59.5, consider her annual income as being reduced by the total annual out-of-pocket costs of contraceptive services she uses or seeks to use. The project director may determine those costs, or estimate them at \$600.

*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.

*Program* and *project* are used interchangeably and mean a plan or sequence of activities that is funded to fulfill the requirements elaborated in a Title X funding announcement; it may be comprised of, and implemented by, a single grantee or subrecipient(s), or a group of partnering providers who, under a grantee or subrecipient, deliver comprehensive family planning services that satisfy the requirements of the grant within a service area.

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

*State* includes, in addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Midway, Wake, *et al.*), the Marshall Islands, the Federated State of Micronesia and the Republic of Palau.

*Subrecipient* means any entity that provides family planning services with Title X funds under a written agreement with a grantee or another subrecipient. These entities may also be referred to as “delegates” or “contract agencies.”

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000; 84 FR 7787, Mar. 4, 2019; 84 FR 14313, Apr. 10, 2019]

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

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

[84 FR 7787, Mar. 4, 2019]

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### **§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.

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### **§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 family planning methods (including contraceptives, natural family planning or other fertility awareness-based methods) and services (including infertility services, information about or referrals for adoption, and services for adolescents). Such projects are not required to provide every acceptable and effective family planning method or service. A participating entity may offer only a single method or a limited number of methods of family planning as long as the entire project offers a broad range of such family planning methods and services.

(2) Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.<sup>1</sup>

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

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

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

(5) Not provide, promote, refer for, or support abortion as a method of family planning.

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

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

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

(9) If a third party (including a Government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts. Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX or XXI agency is required.

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

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

(12) Should offer either comprehensive primary health services onsite or have a robust referral linkage with primary health providers who are in close physical proximity, to the Title X site, in order to promote holistic health and provide seamless care.

(13) Ensure transparency in the delivery of services by reporting the following information in grant applications and all required reports:

(i) Subrecipients and agencies or individuals providing referral services by name, location, expertise and services provided or to be provided;

(ii) Detailed description of the extent of the collaboration with subrecipients, referral agencies, and any individuals providing referral services, in order to demonstrate a seamless continuum of care for clients; and

(iii) Clear explanation of how the grantee will ensure adequate oversight and accountability for quality and effectiveness of outcomes among subrecipients.

(14) Encourage family participation in the decision to seek family planning services; and, with respect to each minor patient, ensure that the records maintained document the specific actions taken to encourage such family participation (or the specific reason why such family participation was not encouraged).

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

(1) Provide for medical services related to family planning (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination, contraceptive supplies) and referral to other medical facilities when medically necessary, consistent with §59.14(a), and provide for the effective usage of contraceptive devices and practices.

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

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

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

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

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

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

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

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

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

(8) Except as provided in §59.14(a), provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.

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

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

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000; 84 FR 7787, Mar. 4, 2019]

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

(a) A grant under this section may be made only upon assurance satisfactory to the Secretary that the project shall provide for the review and approval of informational and educational materials developed or made available under the project by an Advisory Committee prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of title X of the Act. The project shall not disseminate any such materials which are not approved by the Advisory Committee.

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

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

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

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

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

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

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

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

(v) Establish a written record of its determinations.

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### **§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 statutory provisions applicable to the Title X program, and ensure that no Title X funds are used where abortion is a method of family planning.

(b) Any grant applications that do not clearly address how the proposal will satisfy the requirements of this regulation shall not proceed to the competitive review process, but shall be deemed ineligible for funding. The Department will explicitly summarize each requirement of the Title X regulations or include the Title X regulations in their entirety within the Funding Announcement, and shall require each applicant to describe its plans for affirmative compliance with each requirement.



(c) If the proposal is deemed compliant with this regulation, then applicants will be subject to criteria for selection within the competitive grant review process, including:

(1) The degree to which the applicant's project plan adheres to the Title X statutory purpose and goals for 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), while meeting all of the statutory and regulatory requirements and restrictions, including that none of the funds shall be used in programs where abortion is a method of family planning.

(2) The degree to which the relative need of the applicant for Federal funds is demonstrated in the proposal, and the applicant shows capacity to make rapid and effective use of grant funds, including its ability to procure a broad range of diverse subrecipients, as applicable, in order to expand family planning services available to patients in the project area.

(3) The degree to which the applicant takes into account the number of patients, particularly low-income patients, to be served while also targeting areas that are more sparsely populated and/or places in which there are not adequate family planning services available.

(4) The extent to which family planning services are needed locally and the applicant proposes innovative ways to provide services to unserved or underserved communities.

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

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

[65 FR 41278, July 3, 2000, as amended at 84 FR 7788, Mar. 4, 2019]

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#### **§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 recompute for funds. This period, called the project period, will usually be for three to five years.

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

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

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#### **§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, subpart E.

[65 FR 41278, July 3, 2000, as amended at 81 FR 3009, Jan. 20, 2016]

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

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

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

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

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

45 CFR Part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

45 CFR Part 80—Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964

45 CFR Part 81—Practice and procedure for hearings under Part 80 of this Title

45 CFR Part 84—Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance

45 CFR Part 91—Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance

[65 FR 41278, July 3, 2000, as amended at 81 FR 3009, Jan. 20, 2016]

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#### **§59.11 Confidentiality.**

All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and 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; concern with respect to the confidentiality of information, however, may not be used as a rationale for noncompliance with laws requiring notification or reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, human trafficking, or similar reporting laws. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.

[84 FR 7788, Mar. 4, 2019]

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#### **§59.12 Additional conditions.**

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

[65 FR 41278, July 3, 2000 as amended at 65 FR 49057, Aug. 10, 2000]

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#### **§59.13 Standards of compliance with prohibition on abortion.**

A project may not receive funds under this subpart unless the grantee provides assurance satisfactory to the Secretary that the project does not provide abortion and does not include abortion as a method of family planning. Such assurance must also include, at a minimum, representations (supported by documentary evidence where the Secretary requests it) as to compliance with this section and each of the requirements in §§59.14 through 59.16. A project supported under this subpart must comply with such requirements at all times during the project period.

[84 FR 7788, Mar. 4, 2019]

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#### **§59.14 Requirements and limitations with respect to post-conception activities.**

(a) *Prohibition on referral for abortion.* A Title X project may not perform, promote, refer for, or support abortion as a method of family planning, nor take any other affirmative action to assist a patient to secure such an abortion.

(b) *Information about prenatal care.* (1) Because Title X funds are intended only for family planning, once a client served by a Title X project is medically verified as pregnant, she shall be referred to a health care provider for medically necessary prenatal health care. The Title X provider may also choose to provide the following counseling and/or information to her:

- (i) Nondirective pregnancy counseling, when provided by physicians or advanced practice providers;
- (ii) A list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care);
- (iii) Referral to social services or adoption agencies; and/or
- (iv) Information about maintaining the health of the mother and unborn child during pregnancy.



(2) In cases in which emergency care is required, the Title X project shall only be required to refer the client immediately to an appropriate provider of medical services needed to address the emergency.

(c) *Use of permitted lists or referrals to encourage abortion.* (1) A Title X project may not use the provision of any prenatal, social service, emergency medical, or other referral, of any counseling, or of any provider lists, as an indirect means of encouraging or promoting abortion as a method of family planning.

(2) The list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care) in paragraph (b)(1)(ii) of this section may be limited to those that do not provide abortion, or may include licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), some, but not the majority, of which also provide abortion as part of their comprehensive health care services. Neither the list nor project staff may identify which providers on the list perform abortion.

(d) *Provision of medically necessary information.* Nothing in this subpart shall be construed as prohibiting the provision of information to a project client that is medically necessary to assess the risks and benefits of different methods of contraception in the course of selecting a method, provided that the provision of such information does not promote abortion as a method of family planning.

(e) *Examples.* (1) A pregnant client of a Title X project requests prenatal health care services. Because the provision of such services is outside the scope of family planning supported by Title X, the client is referred for prenatal care and may be provided a list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care). Provision of a referral for prenatal health care is consistent with this part because prenatal care is a medically necessary service.

(2) A Title X project discovers an ectopic pregnancy in the course of conducting a physical examination of a client. Referral arrangements for emergency medical care are immediately provided. Such action complies with the requirements of paragraph (b) of this section.

(3) After receiving nondirective counseling at a Title X provider, a pregnant woman decides to have an abortion, is concerned about her safety during the procedure, and asks the Title X project to provide her with a referral to an abortion provider. The Title X project tells her that it does not refer for abortion, but provides the following: A list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), which is not presented as a referral for abortion, but as a list of comprehensive primary care and prenatal care providers that does not identify which providers perform abortion, and the project staff member does not identify such providers on the list; and information about maintaining her health and the health of her unborn child during pregnancy. Such actions comply with paragraphs (a) through (c) of this section.

(4) A pregnant woman asks the Title X project to provide her with a list of abortion providers in the area. The project tells her that it does not refer for abortion, and provides her a list that consists of hospitals and clinics and other providers, all of which provide comprehensive primary health care (including prenatal care), as well as abortion as a method of family planning. Although there are several licensed, qualified, comprehensive primary health care providers (including providers of prenatal care) in the area that do not provide abortion as a method of family planning, none of these providers is included on the list. Provision of the list is inconsistent with paragraphs (a) and (c) of this section.

(5) A pregnant woman requests information on abortion and asks the Title X project to refer her for an abortion. The counselor tells her that the project does not consider abortion a method of family planning and, therefore, does not refer for abortion. The counselor offers her nondirective pregnancy counseling, which may discuss abortion, but the counselor neither refers for, nor encourages, abortion. The counselor further tells the client that the project can help her to obtain prenatal care and necessary social services and offers her the list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), assistance, and information for pregnant women described in paragraph (b) of this section. None of the providers on the list provide abortions. Such actions are consistent with paragraphs (a) through (c) of this section.

(6) Title X project staff provide contraceptive counseling to a client in order to assist her in selecting a contraceptive method. In discussing oral contraceptives, the project counselor provides the client with information contained in the patient package insert accompanying a brand of oral contraceptives, referring to abortion only in the context of a discussion of the relative safety of various contraceptive methods and in no way promoting abortion as a method of family planning. The provision of this information is consistent with paragraph (d) of this section and this section generally and does not constitute an abortion referral.

[84 FR 7788, Mar. 4, 2019]

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## **§59.15 Maintenance of physical and financial separation.**

A Title X project must be organized so that it is physically and financially separate, as determined in accordance with the review established in this section, from activities which are prohibited under section 1008 of the Public Health Service Act and §§59.13, 59.14, and 59.16 of these regulations from inclusion in the Title X program. In order to be physically and financially separate, a Title X project must have an objective integrity and independence from prohibited activities. Mere bookkeeping separation of Title X funds from other monies is not sufficient. The Secretary will determine whether such objective integrity and independence exist based on a review of facts and circumstances. Factors relevant to this determination shall include:

(a) The existence of separate, accurate accounting records;

(b) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, shared phone numbers, email addresses, educational services, and websites) in which prohibited activities occur and the extent of such prohibited activities;

(c) The existence of separate personnel, electronic or paper-based health care records, and workstations; and

(d) The extent to which signs and other forms of identification of the Title X project are present, and signs and material referencing or promoting abortion are absent.

[84 FR 7788, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

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### **§59.16 Prohibition on activities that encourage, promote, or advocate for abortion.**

(a) *Prohibition on activities that encourage abortion.* (1) A Title X project may not encourage, promote or advocate abortion as a method of family planning. This restriction prohibits actions in the funded project that assist women to obtain abortions for family planning purposes or to increase the availability or accessibility of abortion for family planning purposes.

(2) Prohibited actions include the use of Title X project funds for the following:

(i) Lobbying for the passage of legislation to increase in any way the availability of abortion as a method of family planning;

(ii) Providing speakers or educators who promote the use of abortion as a method of family planning;

(iii) Attending events or conferences during which the grantee or subrecipient engages in lobbying;

(iv) Paying dues to any group that, as a more than insignificant part of its activities, advocates abortion as a method of family planning and does not separately collect and segregate funds used for lobbying purposes;

(v) Using legal action to make abortion available in any way as a method of family planning; and

(vi) Developing or disseminating in any way materials (including printed matter, audiovisual materials and web-based materials) advocating abortion as a method of family planning.

(b) *Examples.* (1) Clients at a Title X project are given brochures advertising a clinic that provides abortions, or such brochures are available in any fashion at a Title X clinic (sitting on a table or available or visible within the same space where Title X services are provided). Provision or availability of the brochure violates paragraph (a)(2)(vi) of this section.

(2) A Title X project makes an appointment for a pregnant client for an abortion for family planning purposes. The Title X project has violated paragraph (a)(1) of this section.

(3) A Title X project pays dues with project funds to a State association that, among other activities, lobbies at State and local levels for the passage of legislation to protect and expand the legal availability of abortion as a method of family planning. The association spends a significant amount of its annual budget on such activity and does not separately collect and segregate the funds for such purposes. Payment of dues to the association violates paragraph (a)(2)(iv) of this section.

(4) An organization conducts a number of activities, including operating a Title X project. The organization uses non-project funds to pay dues to an association that, among other activities, engages in lobbying to protect and expand the legal availability of abortion as a method of family planning. The association spends a significant amount of its annual budget on such activity. Payment of dues to the association by the organization does not violate paragraph (a)(2)(iv) of this section.

(5) An organization that operates a Title X project engages in lobbying to increase the legal availability of abortion as a method of family planning. The project itself engages in no such activities, and the facilities and funds of the project are kept separate from prohibited activities. The project is not in violation of paragraph (a)(2)(i) of this section.

(6) Employees of a Title X project write their legislative representatives in support of legislation seeking to expand the legal availability of abortion, in their personal capacities and using no project funds to do so. The Title X project has not violated paragraph (a)(2)(i) of this section.

(7) On her own time and at her own expense, a Title X project employee speaks before a legislative body in support of abortion as a method of family planning. The Title X project has not violated paragraph (a)(2)(i) of this section.

(8) A Title X project uses Title X funds for sex education classes in a local high school. During the course of the class, information is distributed to students that includes abortion as a method of family planning. The Title X project has violated paragraph (a)(2)(vi) of this section.

[84 FR 7788, Mar. 4, 2019]

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#### **§59.17 Compliance with reporting requirements.**

(a) Title X projects shall comply with all State and local laws requiring notification or reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence or human trafficking (collectively, "State notification laws").

(b) A project may not receive funds under this subpart unless it provides appropriate documentation or other assurance satisfactory to the Secretary that it:

(1) Has in place and implements a plan to comply with State notification laws. Such plan shall include, at a minimum, policies and procedures that include:

(i) A summary of obligations of the project or organizations and individuals carrying out the project under State notification laws, including any obligation to inquire about or determine the age of a minor client or of a minor client's sexual partner(s);

(ii) Timely and adequate annual training of all individuals (whether or not they are employees) serving clients for, or on behalf of, the project regarding State notification laws; policies and procedures of the Title X project and/or provider with respect to notification and reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence and human trafficking; appropriate interventions, strategies, and referrals to improve the safety and current situation of the patient; and compliance with State notification laws.

(iii) Protocols to ensure that every minor who presents for treatment is provided counseling on how to resist attempts to coerce them into engaging in sexual activities; and

(iv) Commitment to conduct a preliminary screening of any minor who presents with a sexually transmitted disease (STD), pregnancy, or any suspicion of abuse, in order to rule out victimization of a minor. Projects are permitted to diagnose, test for, and treat STDs.

(2) Maintains records to demonstrate compliance with each of the requirements set forth in paragraph (b)(1) of this section, including which:

(i) Indicate the age of minor clients;

(ii) Indicate the age of the minor client's sexual partners if such age is an element of a State notification law under which a report is required; and

(iii) Document each notification or report made pursuant to such State notification laws.

(c) Continuation of grantee or subrecipient funding for Title X services is contingent upon demonstrating to the satisfaction of the Secretary that the criteria have been met.

(d) The Secretary may review records maintained by a grantee or subrecipient for the purpose of ensuring compliance with the requirements of this section, the requirement to encourage family participation in family planning decisions, or any other section of this rule.

[84 FR 7788, Mar. 4, 2019]

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#### **§59.18 Appropriate use of funds.**

(a) Title X funds shall not be used to build infrastructure for purposes prohibited with these funds, such as support for the abortion business of a Title X grantee or subrecipient. Funds shall only be used for the purposes, and in direct implementation of, the funded project, expressly permitted by this regulation and authorized within section 1001 of the Public Health Service Act, that is, to offer family planning methods and services. Grantees must use the majority of grant funds to provide direct services to clients, and each grantee shall provide a detailed plan or accounting for the use of grant dollars, both in their applications for funding, and in any annually required reporting. Any significant change in the use of grant funds within the grant cycle shall not be undertaken without the approval of the Office of Population Affairs.

(b) Title X funds shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for office.

(c) Each project supported under Title X shall fully account for, and justify, charges against the Title X grant. The Department shall put additional protections in place to prevent possible misuse of Title X funds through misbilling or overbilling, or any other unallowable expense.

[84 FR 7788, Mar. 4, 2019]

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### **§59.19 Transition provisions; compliance.**

(a) *Compliance date concerning physical and financial separation.* The date by which covered entities must comply with the physical separation requirements contained in §59.15 is March 4, 2020. The date by which covered entities must comply with the financial separation requirements contained in §59.15 is July 2, 2019.

(b) *Compliance date concerning applications.* The date by which covered entities must comply with §59.7 and 59.5(a)(13) (as it applies to grant applications) is the date on which competitive or continuation award applications are due, where that date occurs after July 2, 2019.

(c) *Compliance date concerning reporting, assurance, and provision of service requirements.* The date by which covered entities must comply with §§59.5(a)(12), 59.5(a)(13) (as it applies to all required reports), 59.5(a)(14), (b)(1) and (8), 59.13, 59.14, 59.17, and 59.18 is July 2, 2019.

[84 FR 7788, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

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# **OPA PPN** *Program Policy Notice*

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

### **Confidential Services to Adolescents**

#### **OPA Program Policy Notice 2014 – 01**

Release Date: June 5, 2014

### **I. Purpose**

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

### **II. Background**

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

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

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

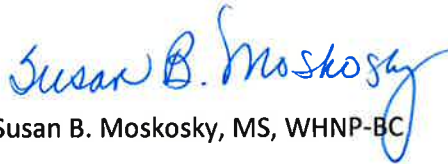
### **III. Clarification**

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



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



Susan B. Moskosky, MS, WHNP-BC

Acting Director, Office of Population Affairs





## Title X Program Policy Notice

### Integrating with Primary Care Providers

Release Date: November 22, 2016

OPA Program Policy Notice: 2016 – 11

#### I. Purpose

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

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

#### II. Background

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

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

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

### III. Clarification

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

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

##### Strategy

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

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

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

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

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



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

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

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

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

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

### **Strategy**

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

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

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

### **Strategy**

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

## Endnotes

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

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

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

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

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

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

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

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

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

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

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



# AFHP 2020 Program Standards and Policy Manual

(Revised April 2020)

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## INTRODUCTION

### TITLE X

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

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

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

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

On March 4, 2019, DHHS published a final rule in the [Federal Register](#) that revises the regulations governing the Title X family planning program.

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.

### 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. Development of this PSPM was a collaborative effort between AFHP and delegate agencies in 2015. This manual mirrors the Program Review Tool published by OPA in January 2020 to reflect the 2019 Title X Final Rule and contains just those sections that are relevant to sub-recipient or delegate agencies. 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 Statute: <http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations/>

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

Providing Quality Family Planning Services: <https://www.hhs.gov/opa/guidelines/clinical-guidelines/quality-family-planning/index.html>

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

Sterilization of Persons in Federally Assisted Family Planning Projects Regulations:

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

## DEFINITIONS

Terms used throughout this document include:

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

<b>Service Site</b>	The clinics or other locations where services are provided by the grantee or sub-recipient.
<b>Sub-recipients</b>	Those entities that provide family planning services with Title X funds under a written agreement with a grantee. May also be referred to as delegates or contract agencies.
<b>State</b>	Includes the 50 United States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Midway, Wake, et. al), the Marshall Islands, the Federated States of Micronesia and the Republic of Palau.

## 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
STD	Sexually Transmitted Disease

## COMMONLY USED REFERENCES

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

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

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.<sup>1</sup>
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.

<sup>1</sup> Personnel working within the family planning project 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 by threatening the person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance (Section 205, Public Law 94-63, as set out in 42 CFR 59.5(a)(2) footnote 1).

**Title X Requirement - 1.2 Prohibition of Abortion and Referral for 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), which prohibits projects from providing, promoting, referring for, or supporting abortion as a method of family planning, and 42 CFR 59.14(a), which bars referral for abortion as a method of family planning.. 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) and 59.14(a). Grantees include language in sub-recipient contracts addressing these requirements.

**Additional AFHP Standard**

None

**QFP Recommendation**

None

**Evidence Requirement is Met**

1. Administrative policies at service sites prohibit the site from providing abortion as a method of family planning part of the Title X project
2. Administrative policies or procedures at the service sites prohibit delegate and/or service sites from referring for abortion as part of the Title X project, except for medical emergencies, or in the case of rape or incest.

**Title X Requirement - 1.3 Physical Separation of Title X and non-Title X Activities**

Title X grantees and sub-recipients must be in full compliance with 42 CFR 59.15, which stipulates that a Title X project must be organized so that it is physically and financially separate, from activities that are prohibited under section 1008 of the Act and 42 CFR 59.13, 59.14, and 59.16. The financial separation requirement is currently in effect; the date for compliance with the physical separation requirement is March 4, 2020. Systems must be in place to assure adequate physical and financial separation of any non-Title X activities from the Title X project. Grantee has documented processes to ensure that they and their sub-recipients are in compliance with Section 1008 and 42 CFR 59.15.

**Additional AFHP Standard**

None

**QFP Recommendation**

None

**Evidence Requirement is Met**

1. Delegate has written policies and procedures that ensure that the Title X activities are organized so that they are physically and financially separate from prohibited activities.

Policies document that the Title X project has an objective integrity and independence from prohibited activities, based upon a review of the facts and circumstances set out in 42 CFR 59.15(a)-(d).

2. Documentation at delegate and service sites (e.g., staff circulars, training records) demonstrates that staff has been trained at least once during the current project period on permissible and impermissible Title X activities.
3. Financial documentation at service sites demonstrates that Title X funds are not being used for abortion services, or referral for abortion as a method of family planning, and adequate separation exists between Title X and non-Title X activities.

#### **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 - 1.4.2 Sub-Recipient Subcontracts**

If a sub-recipient wishes to subcontract any of its responsibilities or services, a written agreement that is consistent with Title X Program Requirements and approved by the grantee must be maintained by the sub-recipient (42 CFR 59.1).

#### **Additional AFHP Standard**

None

#### **QFP Recommendation**

None

#### **Evidence Requirement is Met**

1. Documentation shows that sub-recipients who subcontract for responsibilities or services include Title X requirements in their subcontracts.

##### **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 his 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/expenditure 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 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)).

For the purposes of considering payment for contraceptive services only, where a woman has health insurance coverage through an employer that does not provide the contraceptive services sought by the woman because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider her insurance coverage status as a good reason why she is unable to pay for contraceptive services, as detailed in (42 CFR 59.2). 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.

**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 and sliding fee schedule unless another fund source exists that will cover the cost for the service.

**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).

**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