

**FAMILY PLANNING PROGRAM
Letter of Agreement (LOA) FY20**

I. Term

This Letter of Agreement (LOA), hereafter referred to as “LOA” sets forth requirements specific to the Family Planning Program for January 1, 2019 – March 31, 2020, made and entered into by and between Family Health Council of Central Pennsylvania Inc., 3461 Market Street, Suite 200, Camp Hill, PA , 17011, hereafter referred to as “FHCCP,” and City of York, Bureau of Health, 101 S. George Street, York, PA 17405, hereafter referred to as “PROVIDER”, to provide Family Planning Program services.

II. Purpose

The purpose of this LOA is to clarify the roles and responsibilities of each party relative to services to be performed in the context of the provision of clinical services for the Family Planning Program.

III. Services and Service Requirements

Client eligibility requirements for this program are as follows:

- Any person requesting one or more of the services listed below is considered a family planning client regardless of funding sources;
- Uninsured clients less than 100% of the Federal Poverty Level (FPL) qualify for free services; and
- Uninsured clients between 101% - 250% of the FPL qualify for subsidized services based on a sliding fee schedule.

Services to be provided by the PROVIDER will include:

- Condoms and will refer clients that want a wide range of FDA approved contraceptive methods to a local Title X site;
- Pregnancy testing and counseling;
- Referral to a local Title X site for clients who wants services to conceive
- Referral to a local Title X site for clients who want basic infertility services;
- Referral to a local Title X site for clients who want preconception health services;
- Sexually transmitted disease screening and treatment and;
- Education and counseling.

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

PROVIDER will be responsible for providing the Family Planning Program in the following counties: York County

PROVIDER will ensure that every service site is in compliance with the following policies and procedures as delineated in:

- FHCCP Family Planning Manual;
- OPA’s Program Requirements for Title X Funded Family Planning Projects;
- CDC’s MMWR on Providing Quality Family Planning Services;
- CDC’s U.S. Selected Practice Recommendations for Contraceptive Use;

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- CDC's U.S. Medical Eligibility Criteria for Contraceptive Use;
- CDC's Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings;
- CDC's 2015 Sexually Transmitted Diseases Treatment Guidelines; and
- CDC's Recommendations to Improve Preconception Health and Health Care – United States.

PROVIDER shall identify and collaborate with other service providers and individuals in their community to connect clients to services that fall outside the scope of the Family Planning Program. At a minimum, written collaborative agreements with relevant referral sources exist including: emergency care, HIV/AIDS care and treatment, infertility specialists, primary care and chronic disease management.

IV. Staffing and Training Requirements

PROVIDER will designate a Program Coordinator to manage their Family Planning Program and provide FHCCP with the name of this person and his/her contact information.

PROVIDER will coordinate and communicate all Family Planning Program related activities with FHCCP through FHCCP's Director of Provider Relations.

PROVIDER will collect attendance records ensuring that the roles listed below have the specified credentials, skills or experience:

- Medical positions requiring licenses will maintain professional credentials and licenses.
- Medical Director will have training and/or experience in family planning/GYN services.
- Family Planning Coordinator will have family planning and/or administrative experience.

PROVIDER will ensure the roles listed below have the specified credentials, skills, and/or experience:

- Medical Director will have training and/or experience in family planning/gynecology services;
- Medical positions requiring licenses will maintain professional credentials and licenses and;
- Family Planning Coordinator will have family planning and administrative experience.

PROVIDER will ensure that all new employees involved in the Family Planning Program receive the following training(s):

- Family Planning Orientation;
- Cultural Competency;
- Child Abuse;*
- Voluntary Services/No Coercion regarding contraceptive methods or abortion;*
- HIPAA;
- Human Trafficking,* and
- Adolescent Family Involvement and Resisting Coercion.*

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Asterisked topics must be reviewed with all staff at least once every three years.

V. Program Administration Requirements

1. Services are to be provided on the basis of voluntary acceptance by the client, and no coercion shall be employed to obtain the client's acceptance of a service, either by PROVIDER or a third party. With the exception of the provision regarding "consent" provided for in Paragraph 2 below and the denial of services provided for in Paragraph 3 following, the acceptance by a client of family planning services or information shall not be a prerequisite to eligibility for, or receipt of, any other service nor shall family planning services be denied because of the client's refusal to participate in research or other activity offered by the PROVIDER.
2. PROVIDER shall, before providing services or contraceptives, obtain written consent from the client.
3. PROVIDERS considering clinical or sociological research must adhere to the legal requirements governing human subject's research, specifically with regard to informed consent. PROVIDERS must advise FHCCP in writing of proposed research projects involving family planning clients. In order to provide for the adequate discharge of this institutional responsibility, PROVIDERS must provide written assurances of (1) compliance with DHHS policy regarding the protection of human subjects, and (2) approval of the research by the agency's Institutional Review Board.
4. Clients must not be denied project services or be subjected to any variation in quality of services because of inability to pay.
5. Nothing herein shall be construed to deny PROVIDER the right to charge for services provided according to client eligibility and appropriate fee schedules so long as priority is not given to fee-generating clients. PROVIDER is encouraged to seek payment for services it renders, PROVIDER must seek reimbursement from public or private insurances if it has knowledge that the client has such coverage and confidentiality is not an issue.
6. PROVIDER shall maintain medical records as required by the standards of the medical community, FHCCP, DHHS, and the state. PROVIDER agrees to transfer medical records to any other entity the client requests, in the event a client changes his/her service provider, in the event PROVIDER ceases operations, or in the event, PROVIDER ceases contracting with FHCCP.
7. PROVIDER shall maintain a copy of its current bylaws, with a list of current board members, as appropriate, job descriptions of its agency staff, and a copy of its current Personnel Policies at the agency.
8. PROVIDER shall notify FHCCP immediately of the closing of any of its clinic sites, of the opening of any new sites, changes in location or name of its clinic sites, and changes to the family planning coordinator.

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9. PROVIDER shall maintain membership in the Reproductive Health Coalition and must have a representative attend every meeting of the coalition, Family Planning Coordinator's Meeting, and Regional Family Planning Meeting.
10. PROVIDER shall comply with all requirements of the 340B Drug Pricing Program and will maintain written protocols and procedures for the management and accountability required to participate in this program.

VI. Data Collection and Reporting

1. PROVIDER agrees to submit various financial reports and supporting program progress reports, as required by FHCCP, DHHS, and/or the state for the purpose of accountability of funds received under this Agreement. The list of regularly required reports and due dates is included in Appendix A. Additionally, FHCCP reserves the right to request additional reports as needed.
2. PROVIDER and FHCCP shall use appropriate safeguards to prevent unauthorized use or disclosure of protected health information (PHI) and shall, in accordance with the Security Rule set forth at 45 C.F.R. Part 164 Subparts A and C, implement such administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of all PHI that it creates, receives, maintains, or transmits.
3. PROVIDER shall maintain accounting records which clearly delineate revenues, expenses and fund balances as they apply to project and non-project categories. As previously defined, project revenues include FHCCP funding to PROVIDER, client fees, Title XIX collections, and other third party revenue.
4. In order to receive payment under the terms of Section IX, PROVIDERS shall submit data to FHCCP on a monthly basis (specific dates to be supplied by FHCCP prior to the beginning of each Fiscal Year).
 - a. PROVIDERS shall provide data including client name, date of birth, date of services, service provided, pertinent billing information and all other necessary CVR (Client Visit Record) fields. PROVIDERS shall send a monthly CVR File with the current month's required service data to FHCCP.
 - b. FHCCP shall provide a monthly report to each PROVIDER following the processing of the submitted data. This report includes the family planning grant amount paid to the PROVIDER fiscal year-to-date, the number of unduplicated clients seen as compared to the same period during the previous fiscal year, a detailed listing of all submitted family planning visits, a table of unduplicated clients by payer/insurance type and any identified data errors.

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VII. Property Purchased with Program Funds

1. Any property (including equipment, supplies, real and personal property) purchased by PROVIDER with funds provided by FHCCP is considered to be part of the FHCCP family planning project and shall remain the property of the family planning program.
2. PROVIDER shall maintain inventory and report status as requested during monitoring.
3. PROVIDER must notify FHCCP when any property is no longer needed/used for the provision of family planning services and await FHCCP guidance regarding the disposition of said property.

VIII. Fiscal Management

Allocation/Budget

Subject to the availability of State and Federal funds and the other terms and conditions of this L, FHCCP agrees to pay PROVIDER up to a maximum annual amount of \$100,000.00 as detailed in the Notice of Grant Award.

Additionally, FHCCP agrees to pay Provider a one-time allocation amount of \$25,000.00 to be used for approved start up program costs to be paid on or before March 31, 2019.

PROVIDER:

- WILL BE required to submit a budget based on the amount listed and in accordance with Family Planning Program.
- WILL NOT BE required to submit a detailed budget.

IX. Payment/Invoice

To receive payment, PROVIDER will submit data to FHCCP per the following: a. PROVIDER shall provide data including client name, date of birth, date of service, service provided, pertinent billing information and all other necessary CVR (Client Visit Record) fields. b. PROVIDER shall send a monthly CVR (Client Visit Record) File with the current month's required service data to FHCCP by dates to be established by FHCCP and communicated to the PROVIDER prior to the beginning of each Fiscal Year.

1. Availability of funds to FHCCP from the U.S. Department of Health and Human Services (DHHS), the PA Department of Health (DOH), and the PA Department of Human Services (DHS), (Title X, Title V, Title XX, and Breast Cancer Screening, respectively) is contingent upon PROVIDER billings for approved services to clients. Should these billings, in the aggregate for all FHCCP providers, be below maximum contract levels as set by DHS and DOH, funding to PROVIDER may be reduced at the sole discretion of FHCCP, in order that FHCCP remains within the limits of available funds. Such reductions, if any, shall be specifically related to the lower billings, and FHCCP shall provide PROVIDER with a schedule detailing such reductions and their origin. Should these billings, in aggregate for all FHCCP providers, exceed maximum contract levels as set by DHHS, DOH, and DHS,

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funding to the provider may be capped at the sole discretion of FHCCP, in order that FHCCP remains within the limits of available funds.

2. Payment to PROVIDER will be contingent upon receipt of payments from all relevant sources of funding and receipt of client data from PROVIDER on a monthly basis. The monthly funding check to PROVIDER may be reduced by all amounts due to FHCCP, including, where applicable, but not limited to, such items as, advances and overpayments.
3. The grant funding provides for the payment to PROVIDER pursuant to the agreed upon budget which provides for partial funding for the PROVIDER's costs during the term of the agreement. As such the PROVIDER has the responsibility to bill insurers independently. Where there is legal obligation or authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment. PROVIDER is responsible for addressing any denied claims and resubmitting claims as appropriate.
4. PROVIDER shall be paid up to 1/12 of the budgeted annual amount on a monthly basis contingent upon PROVIDER submitting a monthly Client Visit Record (CVR) File and a quarterly budget reconciliation invoice. The Client Visit Record (CVR) File shall contain the required data related to all family planning visits during the specified period. The quarterly budget reconciliation invoice shall indicate actual expenses incurred for agreed upon budget line items for the specified period and include all required back-up documentation.
5. FHCCP will conduct a quarterly budget reconciliation comparing the fiscal-year-to-date agreed upon and actual unduplicated client numbers and the agreed upon and actual expenses and justification. PROVIDER will submit a quarterly budget reconciliation invoice in October, January, April and July. In the event that the budget reconciliation indicates a large discrepancy between agreed upon and actual unduplicated client numbers or agreed upon and actual expenses, FHCCP may decide to reduce rewards or redistribute funds accordingly.
6. By the end of the fiscal year, should PROVIDER's clients exceed the amount budgeted, within the limits of overall funding available to FHCCP, FHCCP may pay for variable costs associated with additional clients, visits and/or services.
7. The timely and accurate submission of required FHCCP reports, as detailed in Section VI – Data Collection and Reporting, is a prerequisite to the receipt of funds under the funding system (Appendix A). Failure to meet reporting requirements or deadlines may result in the immediate suspension of funding to the PROVIDER. PROVIDER shall be notified of this suspension in writing by FHCCP.
8. PROVIDER certifies that any project income (FHCCP funds, fees, Title XIX collections, and other third-party revenue) shall be retained within the family planning project and shall be used to further the purposes of the project.

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X. Other Fiscal Requirements

1. PROVIDER agrees to abide by all regulations set forth by the federal government in 2 CFR Chapter I, Chapter II, Part 200 (Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards), including provisions relative to grant related income and the allowable uses for any funds received from FHCCP or other project funds (e.g. Title XIX and client fees), all of which shall be considered to be grant-related income. PROVIDER agrees to abide by Program Requirements for Title X funded Family Planning Projects issued by DHHS. PROVIDER further agrees to abide by all regulations set forth in family planning regulations provided by the Department of Human Services (DHS) and the Department of Health (DOH) relating to funding under Titles V, XX, XIX, and the State Plan Amendment, except where such regulations are inconsistent with or contrary to regulations promulgated by the federal government. In those cases, FHCCP shall provide guidance as to which regulations take precedent. These regulations and other policies are summarized in the FHCCP Family Planning Program Manual, a current copy of which is available on the FHCCP Provider Portal. By signing this contract, PROVIDER acknowledges receipt and understanding of that material.
2. PROVIDER will assure compliance with the Hyde Amendment, which prohibits health centers from using federal funds to provide abortions (except in cases of rape or incest, or where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed). The Hyde Amendment prohibits the performance of abortion procedures, as well as the administration of drugs and devices that are used for “medication” abortions that terminate an early pregnancy (up to 70 days from the date of the woman’s last menstrual cycle) rather than prevent implantation, including, but are not limited to, administration of the combination of RU-486 (Mifepristone or Mifeprex) and Misoprostol, unless the abortion procedure or medication abortion fits within one of those explicit Hyde Amendment exceptions.
3. If applicable, PROVIDER must have written policies that clearly indicate that none of the family planning funds will be used where abortion is a method of family planning. Systems must be in place to assure adequate separation of any non-family planning activities from the Family Planning Program.

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XI. Terminating the Agreement

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of cause for termination. Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability for personal injury or property damage.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination.

XII. Modifying the Agreement

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

XIII. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

XIV. Funds Contingency

All activities described in this LOA are contingent on funding support for the Family Planning Program. In the event of a loss or decrease in funding, modification or termination of this agreement may be necessary.

XV. Indemnification

PROVIDER shall indemnify and hold harmless FHCCP including our respective officers, directors and employees, from any and all liability, claims, losses, damages or expenses (including reasonable attorney's fees and costs) arising out of PROVIDER failure to perform under this LOA. The foregoing indemnification shall survive the termination of this LOA for any reason.

FHCCP shall indemnify and hold harmless PROVIDER from any and all liability, claims, losses, damages or expenses (including reasonable attorney's fees and costs) arising out of FHCCP's failure to perform under this agreement. The foregoing indemnification shall survive the termination of this agreement for any reason.

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Signatures

The Family Health Council of Central Pennsylvania, Incorporated

By: _____ Date: _____

Patricia Fonzi, President and CEO

Witness: _____ Date: _____

Santaisha Garcia, VP of Health Networks

City of York, Bureau of Health

By: _____ Date: _____

The Honorable Michael R. Helfrich, Mayor of York City

By: _____ Date: _____

AliceAnne D. Frost, City Controller

Witness: _____ Date: _____

Dianna L. Thompson-Mitchell, City Clerk