Agreement #: E20200796-00

Grant Agreement Between

Michigan Department of Health and Human Services
hereinafter referred to as the "Department"

and

Planned Parenthood of Michigan
P.O. Box 3673
Ann Arbor MI 48106 3673
Federal I.D.#: 38-1707521, DUNS#: 074212002
hereinafter referred to as the "Grantee"
for
Family Planning Services - 2020
Part I

1. Period of Agreement:

This agreement will commence on the date of the Grantee's signature or October 1, 2019, whichever is later, and continue through September 30, 2020. No activity will be performed and no costs to the state will be incurred prior to October 1, 2019 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2019, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

2. **Program Budget and Agreement Amount:**

A. Agreement Amount

The total amount of this agreement is \$10,580,404.00. The Department under the terms of this agreement will provide funding not to exceed \$4,406,222.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The grant agreement is designated as a: X Subrecipient relationship (federal funding); or Recipient (non-federal funding).

The grant agreement is designated as:

Research and development project; or

X Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to provide Family Planning Services to individuals with economic or other access problems who are unable to secure comparable services.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Deanna Charest Manager (517) 335-8861 charestd@michigan.gov

Name Title Telephone No. Email Address

9. Grantee's Financial Contact for the Agreement:

The person acting for the Grantee on the financial reporting for this agreement is:

Tammy Hamel Financial Controller

Name Title
tammy.hamel@ppmi.org (734) 926-4809

E-Mail Address Telephone No.

10. Special Conditions:

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the	GRANTEE	
Planned	Parenthood of	Michigan

Lori Carpentier	President	10/01/2019					
Name	Title	Date					
For the Michigan Department of Health and Human Services							
Christine H. Sanches		09/19/2019					
Christine H. Sanches, Directo Bureau of Grants and Purcha		Date					

Part II

General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

A. Publication Rights

- 1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
- Obtain prior written authorization from the Department's Communication Office for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
- Obtain prior written authorization from the Department's Communication
 Office and give recognition to the Department in any and all
 publications, papers and presentations arising from the Agreement
 activities.
- 4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
- 5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Communication Office.

B. Fees

- Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
- 2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the begin date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

 Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

- duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
- 2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
- 3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

1. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS - MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
- 2. Ensure the subrecipient complies with all the requirements of this Agreement.
- 3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
- 4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
- 5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

- 1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability; or

- 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
- 2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th of the month following the end of the quarter and a final report no later than 45 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and is prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

O. Travel Costs

- 1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.
- 2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.
- 3. State of Michigan travel rates may be found at the following website:

- http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.
- 4. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

- 1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The grantee's federal revenue was 80% or more of the grantee's annual gross revenue;
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
- 2. FFATA Executive Compensation report template can be found in Attachment F in the EGrAMS documents.

Q. Insurance Requirements

- Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
 - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing

- work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
- 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- Complete and upload the yearly fiscal questionnaire to the Department to the EGrAMS agency profile within three months of the start of the agreement.
- 2. Fiscal Questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: http://apps.michigan.gov/ichat
 - b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us
 - c. National Sex Offender Registry: http://www.nsopw.gov
- Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html
- 3. Require each new employee, employee, subcontractor, subcontractor

employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

- 4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
- 5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children and/or vulnerable adults under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
- 6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the

Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part II, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.) and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (PL 104-208). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

- The Grantee must comply with the Department's non-discrimination 1. statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seg.), and any breach thereof may be regarded as a material breach of this Agreement.
- 2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;

- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims,

- or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2:
- Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- 5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

- The Grantee will comply with the Pro- Children Act of 1994 (PL 103-227; 20 USC 6091 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
- 2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act (5 USC 1501-1509, 7324-7328) and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Activity Reform Act (PL 95-454; 42 USC 4728-4763). Federal funds cannot be used for partisan political purposes of any kind

by any person or organization involved in the administration of federally assisted programs.

G. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and Federal Acquisition Regulation (FAR) 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712, as described in FAR 3.908.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Protection Act of 2000 (PL 106-386), as amended.

a) This Agreement and anyone working on this Agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended.

a) This Agreement and anyone working on this Agreement will be subject to section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the

- initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
- That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
- b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
- 3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
- 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
- 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

 The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.

- 2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- 3. The Grantee must only use the protected health data and information for the purposes of this agreement.
- 4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
- 5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
- 6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section ٧.
- In accordance with HIPAA requirements, the Grantee is liable for any 7. claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
- 8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. **Website Incorporation**

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

0. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.
- 3. The term "Confidential Information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part).
- 4. The Grantee must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential

Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, http://www.opm.gov, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

- The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
- 2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
- 3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
- 4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
- b. A hearing by an impartial official.
- c. An opportunity for the Grantee to examine department's associated records.
- d. An opportunity for the Grantee to present evidence in person or in writing.
- e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
- f. Grantee representation by an attorney and presentation of witnesses if necessary.
- 5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

Grantees are reimbursed based upon the understanding that a certain level of performance measured by outputs must be met in order to receive full reimbursement of costs. Reimbursement is based on the net of program income and other earmarked sources up to the contracted amount of state funds. If performance falls short of the expectation by a factor greater than the allowed minimum performance percentage, the state maximum allocation will be reduced equivalent to actual performance in relation to the minimum performance (refer to Attachment C - Performance Output Measures). Final reports of Actual Outputs must be received no later than 90 days after the end of the agreement, along with the final Financial Status Report (FSR).

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: https://www.michigan.gov/sigmavss.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Approved indirect rates will appear on Attachment 1.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

X. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statue or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Planned Parenthood of Michigan

Source of Funds			deral Domestic	Federa	l Award			
	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
	Department of Health and Human Services		Maternal and Child Health Services Block Grant to the States	,	MATERNAL/CHIL D HEALTH SER BLOCK TITLE V	B04MC30620	11/02/2016	4,406,222.00
			Total Allocation					4,406,222.00

The federal funding provided by the Department is \$4,406,222.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective: Ensure appropriate guidelines are in place to maximize revenue

Activity: Promote patient enrollment in all available health plans (Medicaid

expansion, etc.).

Responsible Staff: Senior Health Center Managers, Health Care Specialists and

Associates

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement : Monitor successful enrollments.

Activity : Aggressively collect appropriate payments at the time of service.

Responsible Staff: Senior Health Center Managers, Health Care Specialists and

Associates

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Using practice management system reports to closely monitor

payments, days in A/R.

Activity: Bill third-party payers to ensure timely claims submission, payment and

resolution of denials.

Responsible Staff: Director of Revenue Cycle, Billing Manager and Specialists and health

center sta

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Weekly assessment of "statused" patients, review monthly rejection

codes indicating patient was not active or not a covered benefit.

Activity: Use appropriate tools (e.g. WebDenis, CHAMPS) to verify enrollment,

covered benefits, co-pays, deductibles, etc.

Responsible Staff: Billing Manager, Specialists and Associates

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Weekly assessment of "statused" patients, review monthly rejection

codes indicating patient was not active or not a covered benefit.

Activity: Coding and billing audits.

Responsible Staff: Directors of Clinical Leadership Revenue Cycle and Quality, Risk and

Compliance

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement : Quarterly internal audits and annual audit conducted by an external

auditor. Chart review to validate documentation supports coding 100%

of the time.

Activity: Revenue Cycle staff will be in contact with provider representatives of

the various qualified health plans to facilitate contracts.

Responsible Staff: Director of Revenue Cycle **Date Range:** 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Signed contracts and analysis of paid claims and increase in insured

patient volume.

Objective: Ensure appropriate care management, continuity of care, and quality

patient services.

Activity: Clinical provider peer review.

Responsible Staff: Director of Clinical Leadership and Lead Clinicians

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Review care plan, medical necessity and billing documentation for

accuracy.

Activity: Patient safety and experience audits.

Responsible Staff: Director of Quality, Risk and Compliance

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Review of facilities, audit of adherence to operational standards and

guidelines.

Activity : Chart audits – review charting and care plans.

Responsible Staff: Chief Medical Officer **Date Range:** 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement : Monthly review of a minimum of 10 charts per provider with feedback

on care plan & medical necessity documentation.

Activity: Provide patient-centered high quality contraceptive services.

Responsible Staff: Regional Director of Patient Services and Training Team

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Implement 10 Best Practices in Contraceptive Counseling

Activity: Provide high quality patient experience.

Responsible Staff: Regional Director of Patient Services and Training Team

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement : Begin DE&I training.

Activity: Provide high quality and efficient patient experience.

Responsible Staff: Regional Director of Patient Services and Senior Health Center

Managers

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Monitor, tweak and improve patient visit lengths via Patient Activity

Tracker

Objective: Quality Education

Activity: Provide quality family planning and sexually transmitted infection risk

reduction education to all patients seeking family planning related

services.

Responsible Staff: Regional Director of Patient Services, Director of Clinical Leadership

and Lead

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Annual information and education review process to inform educational

material choices. Staff in-service for continuing education.

Objective : Develop Community Linkages

Activity: Develop and maintain linkages with community based organization who

serve high-risk, hard to reach populations.

Responsible Staff: Education Department and Medical

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Outreach contacts, tracked visits to the clinic, increase in family

planning visits to the clinic.

Provide education and outreach to clients served by community Activity:

agencies/organizations.

Responsible Staff: Education Department, Medical

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Measured by increase in Family Planning visits.

Objective: **Education and Outreach**

Activity: Provide outreach and education to 5,000 individuals.

Responsible Staff: **Education Department** Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Documentation of number of individuals reached through education and

outreach.

Activity: Solicit program opportunities in targeted schools and community

agencies that work with youth and families. Design and provide customized programs for each audience using best practices in sex ed

pedagogy. Evaluate programs.

Responsible Staff: **Education Department** Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Knowledge and skill assessments for minimum of 10 programs.

Lesson Plans created using UbD or SMART objective templates.

Written evaluation reports and statistics.

Activity: Design session agendas for 40 hour training based on Peer Education

curriculum. Recruit and select 20 new peer education trainees, offer 40

hour training, evaluate programs.

Responsible Staff: **Education Department** 10/01/2019 - 09/30/2020 Date Range:

Expected Outcome:

Measurement: 100% Peer Ed signed agreements, pre-posttests, and feedback forms,

role play rubrics, written evaluation report.

Activity: Preview, review, approve and purchase (within budget) new materials

and facilitate committee meetings/calls.

Responsible Staff: Directors of Education and Advisory Committee

Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: List of approved materials, Advisory Council meeting minutes.

Objective: Increase the number of people across the state who know who we are

and access the type of services we provide

Program Goal: To develop and implement an advertising campaign to include radio and statewide

Activity: Target media with high population of listeners/viewers

Marketing and Operations Responsible Staff: Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: Increased number of people inquire and access services through visits Objective: Increase the number of people across the state who are provided

family planning education and increase access to services

Program Goal: To develop sustainable partnerships with community organizations and programs

Activity: Hire an outreach coordinator to build partnerships with community

organizations and programs

Responsible Staff: **Education and Operations** Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: **Detroit Outreach Coordinator Hired**

Activity: Identify community organizations Family Planning needs (educational,

services or both)

Responsible Staff: Education and Operations 10/01/2019 - 09/30/2020 Date Range:

Expected Outcome:

Measurement: Needs assessment is completed

Activity: Implement Family Planning educational programs at the organizations

locations based on needs and provide information for access to

services

Responsible Staff: **Education and Operations** Date Range: 10/01/2019 - 09/30/2020

Expected Outcome:

Measurement: FP Educational Sessions are scheduled and conducted

Objective: Provide services consistent with those required of "essential community

providers" (ECP to increase participation with qualified health plans.

Revenue Cycle staff will be in contact with provider representatives of **Activity:**

the various qualified health plans to facilitate contracts.

Responsible Staff: Director of Clinical Revenue Cycle

10/01/2019 Date Range:

Expected Outcome:

Measurement: Signed contracts and analysis of paid claims and increase in insured

patient volume.

B1 Attachment B1 - Program Budget Summary

PROGRAM Family Planning Services - 20	20		DATE PREPARED 10/1/2019	
		BUDGET PERIOD From: 10/1/2019 To: 9/30/2020		
MAILING ADDRESS (Number P.O. Box 3673	MAILING ADDRESS (Number and Street)		BUDGET AGREEMENT Original Amendment AMENDMENT # O	
CITY Ann Arbor	STATE MI	ZIP CODE 48106-3673	FEDERAL ID NUMBER 38-1707521	

	Category	Total	Amount					
DIREC	DIRECT EXPENSES							
Progra	Program Expenses							
1	Salary & Wages	5,344,261.00	5,344,261.00					
2	Fringe Benefits	1,015,410.00	1,015,410.00					
3	Travel	91,000.00	91,000.00					
4	Supplies & Materials	1,769,718.00	1,769,718.00					
5	Contractual	0.00	0.00					
6	Equipment	0.00	0.00					
7	Other Expense	2,360,015.00	2,360,015.00					
Total F	Program Expenses	10,580,404.00	10,580,404.00					
TOTAL	_ DIRECT EXPENSES	10,580,404.00	10,580,404.00					
INDIR	ECT EXPENSES							
Indired	et Costs							
1	Indirect Costs	0.00	0.00					
Total I	ndirect Costs	0.00	0.00					
TOTAL	INDIRECT EXPENSES	0.00	0.00					
TOTAL	TOTAL EXPENDITURES 10,580,404.00 10,580,404.00							

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind					
1	Source of Funds									
	Fees and Collections	6,045,899.00	0.00	6,045,899.00	0.00					
	State Agreement	4,406,222.00	4,406,222.00	0.00	0.00					
	Local	128,283.00	0.00	128,283.00	0.00					
	Federal	0.00	0.00	0.00	0.00					
	Other	0.00	0.00	0.00	0.00					
	Total Source of Funds	10,580,404.00	4,406,222.00	6,174,182.00	0.00					
	Totals	10,580,404.00	4,406,222.00	6,174,182.00	0.00					

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	иом	Tota
EC	CT EXPENSES					
gra	am Expenses					
1	Salary & Wages					
	Director	0.4170	106842.000	0.000	FTE	44,553.0
	Manager	0.4170	61985.000	0.000	FTE	25,848.0
	Clerk	0.4170	36153.000	0.000	FTE	15,076.0
	Analyst	0.4170	72141.000	0.000	FTE	30,083.0
	Financial Analyst/Specialist	0.4170	77446.000	0.000	FTE	32,295.0
	Administrator	0.6040	73542.000	0.000	FTE	44,419.0
	Technician	0.6040	51101.000	0.000	FTE	30,865.0
	Technician	0.6040	37224.000	0.000	FTE	22,483.0
	Director	0.4400	96542.000	0.000	FTE	42,478.0
	Assistant	0.4410	64715.000	0.000	FTE	28,539.0
	Assistant	0.4400	41536.000	0.000	FTE	18,276.0
	Manager	0.4400	53306.000	0.000	FTE	23,455.0
	Chief Executive Officer	0.4170	186000.000	0.000	FTE	77,562.0
	Executive Director	0.4170	180353.000	0.000	FTE	75,207.0
	Manager	0.4170	54781.000	0.000	FTE	22,844.0
	Coordinator	0.7170	22145.000	0.000	FTE	15,878.0
	Nurse	0.7170	71956.000	0.000	FTE	51,592.0
	Lead Worker	0.7170	98178.000	0.000	FTE	70,394.0
	Lead Worker	0.7170	90640.000	0.000	FTE	64,989.0
	Lead Worker	0.7170	94991.000	0.000	FTE	68,109.0
	Director	0.7170	121952.000	0.000	FTE	87,440.0
	Director	0.7170	77044.000	0.000	FTE	55,241.0
	Director	0.7170	26927.000	0.000	FTE	19,307.0
	Director	0.7170	14808.000	0.000	FTE	10,617.0
	Director	0.7170	104545.000	0.000	FTE	74,959.0
	Director	0.7170	76385.000	0.000	FTE	54,768.0
	Nurse	0.7170	22495.000	0.000	FTE	16,129.0
	Director	0.7170	95790.000	0.000	FTE	68,681.0
	Executive Director	0.7170	186000.000	0.000	FTE	133,362.0
	Assistant	0.7170	62547.000	0.000	FTE	44,846.0
	Director	0.7170	82750.000	0.000	FTE	59,332.0
	Assistant	0.7170	47060.000	0.000	FTE	33,742.0

Line Item	Qty	Rate	Units	UOM	Total
Manager	0.7170	64123.000	0.000	FTE	45,976.00
Lead Worker	0.7170	49449.000	0.000	FTE	35,455.00
Coordinator	0.7170	37238.000	0.000	FTE	26,700.00
Data Entry/Coder	0.7170	33100.000	0.000	FTE	23,733.00
Data Entry/Coder	0.7170	36675.000	0.000	FTE	26,296.00
Lead Worker	0.7170	39045.000	0.000	FTE	27,995.00
Data Entry/Coder	0.7170	32136.000	0.000	FTE	23,042.00
Data Entry/Coder	0.7170	32939.000	0.000	FTE	23,617.00
Data Entry/Coder	0.7170	32136.000	0.000	FTE	23,042.00
Data Entry/Coder	0.7170	32136.000	0.000	FTE	23,042.00
Data Entry/Coder	0.7170	32136.000	0.000	FTE	23,042.00
Specialist	0.7170	28641.000	0.000	FTE	20,536.00
Specialist	0.7170	30248.000	0.000	FTE	21,688.00
Specialist	0.0280	27597.000	0.000	FTE	773.00
Specialist	0.7170	26311.000	0.000	FTE	18,865.00
Specialist	0.7170	27195.000	0.000	FTE	19,499.00
Lead Worker	0.7170	39166.000	0.000	FTE	28,082.00
Specialist	0.7170	28641.000	0.000	FTE	20,536.00
Specialist	0.7170	27195.000	0.000	FTE	19,499.00
Specialist	0.7170	31353.000	0.000	FTE	22,480.00
Specialist	0.7170	30128.000	0.000	FTE	21,602.00
Manager	0.7170	55314.000	0.000	FTE	39,660.00
Specialist	0.7170	26311.000	0.000	FTE	18,865.00
Specialist	0.7170	26311.000	0.000	FTE	18,865.00
Manager	0.8190	60770.000	0.000	FTE	49,771.00
Manager	0.8190	54611.000	0.000	FTE	44,726.00
Manager	0.6670	51498.000	0.000	FTE	34,349.00
Manager	0.8190	53560.000	0.000	FTE	43,866.00
Manager	0.8190	58288.000	0.000	FTE	47,738.00
Manager	0.7830	46350.000	0.000	FTE	36,292.00
Manager	0.8190	46350.000	0.000	FTE	37,961.00
Manager	0.8190	55723.000	0.000	FTE	45,637.00
Manager	0.7500	35135.000	0.000	FTE	26,351.00
Manager	1.0000	47045.000	0.000	FTE	47,045.00
Educator	1.0000	34505.000	0.000	FTE	34,505.00
Educator	1.0000	37684.000	0.000	FTE	37,684.00

Line Item	Qty	Rate	Units	UOM	Total
Educator	1.0000	34785.000	0.000	FTE	34,785.00
Educator	1.0000	37080.000	0.000	FTE	37,080.00
Educator	1.0000	27605.000	0.000	FTE	27,605.00
Director	1.0000	70926.000	0.000	FTE	70,926.00
Director	0.8750	76426.000	0.000	FTE	66,873.00
Educator	1.0000	34505.000	0.000	FTE	34,505.00
Educator	1.0000	40625.000	0.000	FTE	40,625.00
Educator	1.0000	35535.000	0.000	FTE	35,535.00
Medical Personnel	0.8190	83688.000	0.000	FTE	68,540.00
Medical Personnel	0.8190	67486.000	0.000	FTE	55,271.00
Medical Personnel	0.8190	70570.000	0.000	FTE	57,797.00
Medical Personnel	0.8190	27751.000	0.000	FTE	22,728.00
Medical Personnel	0.8190	75302.000	0.000	FTE	61,672.00
Medical Personnel	0.8190	87931.000	0.000	FTE	72,015.00
Medical Personnel	0.8190	55595.000	0.000	FTE	45,532.00
Medical Personnel	0.8190	82570.000	0.000	FTE	67,625.00
Medical Personnel	0.8190	45039.000	0.000	FTE	36,887.00
Medical Personnel	0.8190	93807.000	0.000	FTE	76,828.00
Medical Personnel	0.7470	51518.000	0.000	FTE	38,484.00
Medical Personnel	0.0880	84357.000	0.000	FTE	7,423.00
Medical Personnel	0.6380	33743.000	0.000	FTE	21,528.00
Medical Personnel	0.7470	51844.000	0.000	FTE	38,727.00
Medical Personnel	0.6380	91051.000	0.000	FTE	58,091.00
Medical Personnel	0.6960	87808.000	0.000	FTE	61,114.00
Medical Personnel	0.8190	5427.000	0.000	FTE	4,445.00
Medical Personnel	0.8190	37238.000	0.000	FTE	30,498.00
Medical Personnel	0.8190	28963.000	0.000	FTE	23,721.00
Medical Personnel	0.8190	27617.000	0.000	FTE	22,618.00
Medical Personnel	0.8190	26713.000	0.000	FTE	21,878.00
Medical Personnel	0.8190	25465.000	0.000	FTE	20,856.00
Medical Personnel	0.6960	26593.000	0.000	FTE	18,509.00
Medical Personnel	0.6960	25810.000	0.000	FTE	17,964.00
Medical Personnel	0.6960	25809.000	0.000	FTE	17,963.00
Medical Personnel	0.6960	25810.000	0.000	FTE	17,964.00
Medical Personnel	0.6960	25810.000	0.000	FTE	17,964.00
Medical Personnel	0.8190	32880.000	0.000	FTE	26,929.00

Line Item	Qty	Rate	Units	UOM	Total
Medical Personnel	0.8190	27658.000	0.000	FTE	22,652.00
Medical Personnel	0.8190	27637.000	0.000	FTE	22,635.00
Medical Personnel	0.8190	33201.000	0.000	FTE	27,192.00
Medical Personnel	0.8190	28180.000	0.000	FTE	23,079.00
Medical Personnel	0.8190	35210.000	0.000	FTE	28,837.00
Medical Personnel	0.8190	27617.000	0.000	FTE	22,618.00
Medical Personnel	0.8190	27417.000	0.000	FTE	22,455.00
Medical Personnel	0.8190	25568.000	0.000	FTE	20,940.00
Medical Personnel	0.8190	16317.000	0.000	FTE	13,364.00
Medical Personnel	0.8190	19860.000	0.000	FTE	16,265.00
Medical Personnel	0.8190	37238.000	0.000	FTE	30,498.00
Medical Personnel	0.8190	28963.000	0.000	FTE	23,721.00
Medical Personnel	0.8190	28179.000	0.000	FTE	23,079.00
Medical Personnel	0.8190	28179.000	0.000	FTE	23,079.00
Medical Personnel	0.8190	27938.000	0.000	FTE	22,881.00
Medical Personnel	0.8190	26713.000	0.000	FTE	21,878.00
Medical Personnel	0.8190	21049.000	0.000	FTE	17,239.00
Medical Personnel	0.8190	27617.000	0.000	FTE	22,618.00
Medical Personnel	0.8190	27617.000	0.000	FTE	22,618.00
Medical Personnel	0.8190	26311.000	0.000	FTE	21,549.00
Medical Personnel	0.8190	16450.000	0.000	FTE	13,473.00
Medical Personnel	0.8190	26311.000	0.000	FTE	21,549.00
Medical Personnel	0.7470	26854.000	0.000	FTE	20,060.00
Medical Personnel	0.7470	25809.000	0.000	FTE	19,279.00
Medical Personnel	0.7470	25810.000	0.000	FTE	19,280.00
Medical Personnel	0.7470	19269.000	0.000	FTE	14,394.00
Medical Personnel	0.7470	32136.000	0.000	FTE	24,006.00
Medical Personnel	0.6380	25810.000	0.000	FTE	16,467.00
Medical Personnel	0.6380	25810.000	0.000	FTE	16,467.00
Medical Personnel	0.6380	25465.000	0.000	FTE	16,247.00
Medical Personnel	0.6380	25809.000	0.000	FTE	16,466.00
Medical Personnel	0.6380	15956.000	0.000	FTE	10,180.00
Medical Personnel	0.6380	25809.000	0.000	FTE	16,466.00
Medical Personnel	0.8190	18564.000	0.000	FTE	15,204.00
Medical Personnel	0.8190	33603.000	0.000	FTE	27,521.00
Medical Personnel	0.8190	42279.000	0.000	FTE	34,627.00

Line Item	Qty	Rate	Units	UOM	Total
Medical Personnel	0.8190	29645.000	0.000	FTE	24,279.00
Medical Personnel	0.8190	26191.000	0.000	FTE	21,450.00
Medical Personnel	0.8190	20647.000	0.000	FTE	16,910.00
Medical Personnel	0.8190	20647.000	0.000	FTE	16,910.00
Medical Personnel	0.8190	52944.000	0.000	FTE	43,361.00
Medical Personnel	0.8190	26159.000	0.000	FTE	21,424.00
Medical Personnel	0.8190	32136.000	0.000	FTE	26,319.00
Medical Personnel	0.8190	24916.000	0.000	FTE	20,406.00
Medical Personnel	0.8190	36595.000	0.000	FTE	29,971.00
Medical Personnel	0.8190	16815.000	0.000	FTE	13,771.00
Medical Personnel	0.8190	52944.000	0.000	FTE	43,361.00
Medical Personnel	0.8190	34707.000	0.000	FTE	28,425.00
Medical Personnel	0.8190	25810.000	0.000	FTE	21,138.00
Manager	0.4170	50000.000	0.000	FTE	20,850.00
Director	0.4170	83173.000	0.000	FTE	34,683.00
Manager	0.7170	50000.000	0.000	FTE	35,850.00
Director	0.7170	84872.000	0.000	FTE	60,853.00
Director	0.7170	77446.000	0.000	FTE	55,529.00
Assistant	0.7170	33100.000	0.000	FTE	23,733.00
Assistant	0.7170	32136.000	0.000	FTE	23,042.00
Assistant	0.7170	32136.000	0.000	FTE	23,042.00
Assistant	0.7170	33100.000	0.000	FTE	23,733.00
Assistant	0.7170	34847.000	0.000	FTE	24,985.00
Manager	0.7170	52530.000	0.000	FTE	37,664.00
Total for Salary & Wages				•	5,344,261.00
2 Fringe Benefits					
Composite Rate	0.0000	19.000	5344261.00 0		1,015,410.00
3 Travel				•	•
Mileage-Mileage - Travel to and from Conferences	0.0000	0.000	0.000		91,000.00
4 Supplies & Materials					
Medical Supplies	0.0000	0.000	0.000		1,602,889.00
Other Supply Costs	0.0000	0.000	0.000		166,829.00
Total for Supplies & Materials					1,769,718.00
5 Contractual					-

	Line Item	Qty	Rate	Units	иом	Total	
6	Equipment						
7	Other Expense						
	Communication Costs	0.0000	0.000	0.000		177,200.00	
	Space/Rental Costs	0.0000	0.000	0.000		345,045.00	
	Space/Facility Costs	0.0000	0.000	0.000		941,767.00	
	Miscellaneous	0.0000	0.000	0.000		343,900.00	
	Professional Services	0.0000	0.000	0.000		552,103.00	
Total for Other Expense						2,360,015.00	
Total Program Expenses						10,580,404.00	
TOTAL DIRECT EXPENSES						10,580,404.00	
INDIRECT EXPENSES							
Indirect Costs							
1	1 Indirect Costs						
Total Indirect Costs						0.00	
TOTAL INDIRECT EXPENSES					0.00		
TOTAL EXPENDITURES 10					10,580,404.00		

- B3 Attachment B3 Equipment Inventory Schedule
 Attachment B3 Equipment Inventory Schedule
- C Attachment C Performance Report Requirements
 Attachment C Performance/Progress Report Requirements
- E Attachment E Program Requirements
 Attachment E Program Specific Requirements

Contract # E20200796-00, Planned Parenthood of Michigan, Family Planning Services - 2020, Date: 10/01/2019

FY 2020 ATTACHMENT B.3

MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES BUREAU OF GRANTS AND PURCHASING

EQUIPMENT INVENTORY SCHEDULE

Please list equipment items that were purchased during the grant agreement period as specified in the grant agreement budget's cost detail schedule - Attachment B.2. Provide as much information about each piece as possible, including quantity, item name, item specifications: *make, model,* etc. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Please complete and forward this form to the MDHHS contract manager with the final progress report.

Grantee Name:	Contract #:	Date:		
Quantity	Item Name	Item Specification	Tag Number	Purchased Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
			Total	\$ 0
rantee's Signature	e:		Total Date:	\$ (

ATTACHMENT C

FY 19/20 FAMILY PLANNING MINIMUM REPORTING REQUIREMENTS – Planned Parenthood of Michigan

A. Planned Parenthood of Michigan shall submit the required reporting on the following dates:

Report	Time Period	Due Date to Department	Submit To	
Work Plan	October 1 – September 30		Mandy Luft lufta1@michigan.gov	
Needs Assessment & Health Care Plan	October 1 – September 30	October 30	Mandy Luft lufta1@michigan.gov	
Mid-Year Data Report	ear Data Report October 1-March 31		Mandy Luft lufta1@michigan.gov	
Year-End Report	October 1-September 30	October 15	Mandy Luft lufta1@michigan.gov	

B. Planned Parenthood of Michigan shall indicate the following project outputs:

Target Measure	Total Performance Expectation	State Funded Minimum Performance Expected		
Unduplicated Number		Percent	Number	
of Clinic Users – aged	6,408	95%	6,000	
21 and under		9370	6,088	

ATTACHMENT E

FY 19/20 FAMILY PLANNING STATEMENT OF WORK – Planned Parenthood of Michigan

Planned Parenthood of Michigan (PPMI) must follow the program assurances and requirements, as prescribed below:

- I. Program Specific Assurances and Requirements
 - 1. The purpose of this project is to provide family planning services to clients aged 21 and under, male and female with a focus on low-income clients. Clients may be counted until their 22nd birthday. PPMI must serve a minimum of 95% of proposed users to access its total amount of allocated funds. Semi-annual data will be used to determine total users served.
 - 2. PPMI will provide MDHHS a minimum of 30 days advance notice of any clinic site changes, including additions, deletions, or changes to street address for all services sites. Service site changes can be sent to PPMI's agency consultant.
 - 3. PPMI will be required to participate in program planning and evaluation, including the completion of a Family Planning Annual Plan, consisting of a needs assessment, health care plan, and work plan.
 - 4. PPMI will provide family planning clients with a broad range of FDA-approved family planning methods, including fertility awareness-based methods and services, as well as basic infertility services and services for minors.
 - 5. PPMI will provide family planning services on a voluntary basis, without coercion to accept services or any particular method of family planning, and without making acceptance of services a prerequisite to eligibility for any other service or assistance in another program.
 - 6. PPMI will provide services to minors in compliance with the Michigan Minor Consent laws.
 - 7. PPMI will encourage family participation in the decision of minors to seek family planning services and must provide counseling to minors on how to resist efforts to coerce the minor into engaging in sexual activities.
 - 8. PPMI will comply with Michigan's Child Protection Law (Act 238 of 1975) and will be required to notify or report child abuse and neglect as defined by the law. Confidentiality cannot be invoked to circumvent requirements for mandated reporting.
 - 9. PPMI will provide family planning services in a manner which protects the dignity of the individual.
 - 10. PPMI will provide family planning services without regard to religion, race, color, national origin, creed, handicap, sex, number of pregnancies, marital status, age, sexual orientation, and contraceptive preference.
 - 11. PPMI will train all staff on the unique social practices, customs, and beliefs of the under-served populations within their service area(s) at least every two years to reduce staff bias and ensure equitable service provision.
 - 12. PPMI will not provide abortion as a method of family planning and will have written policy that no funds from this agreement are used to provide

ATTACHMENT E

FY 19/20 FAMILY PLANNING STATEMENT OF WORK – Planned Parenthood of Michigan

- abortion as a method of family planning. Pregnant clients will receive nondirective counseling and medically necessary care.
- 13. PPMI will ensure that low-income clients ≤100% of poverty are given priority to receive family planning services.
- 14. PPMI will have a sliding fee schedule, based on current Federal Poverty Guidelines, to determine a client's ability to pay for family planning services. Clients ≤100% of poverty will not be charged for services; a donation can be requested.
- 15. PPMI will have a schedule of fees designed to recover the reasonable cost of providing services to clients whose income exceeds 250% of poverty.
- 16. PPMI where there is legal obligation or authorization for third-party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third-party payment without 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 agency is required.
- 17. PPMI will convene a Family Planning Advisory Council that will serve as their governing board, which will be broadly comprised of the population served and will meet at least once a year.
- 18. PPMI will convene an Information and Education Committee who are broadly representative of the population served or community that meets at least once a year to review and approve all informational and educational materials prior to distribution.
- 19. PPMI will provide for informational and educational programs designed to: achieve community understanding of the objectives of the program; inform the community of the availability of services; and promote continued participation in the project by person to whom family planning services may be beneficial.
- 20. PPMI will provide, to the extent feasible, 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.
- 21. PPMI will provide for orientation and in-service training for all project personnel.
- 22. PPMI will provide services without the imposition of any durational residency requirement or requirement that the patient be referred by a physician.
- 23. PPMI will provide that family planning medical services will be performed under the direction of a physician with special training or experience in family planning.
- 24. PPMI will provide that all services purchased for project participants will be authorized by the project director or his/her designee on the project staff.

ATTACHMENT E

FY 19/20 FAMILY PLANNING STATEMENT OF WORK – Planned Parenthood of Michigan

- 25. PPMI will have written clinical protocols that are in accordance with nationally recognized standards of care, signed and approved by the medical director overseeing family planning.
- 26. PPMI will have a quality assurance system in place for ongoing evaluation of family planning services, including a tracking system for clients in need of follow-up or continued care, medical audits conducted quarterly, chart audits/record monitoring to determine the accuracy of medical records conducted quarterly, and a process to implement corrective actions for deficiencies.
- 27. PPMI will have a current list of social services agencies and medical referral resources that is reviewed and updated annually.
- 28. PPMI will address clients' social determinants of health to the extent feasible through the 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.
- 29. PPMI will offer education on HIV and AIDS, risk reduction information, and either on-site testing, or provide a referral for this service.
- 30. PPMI will offer client-centered counseling services on-site or by referral and ensure the information is medically accurate, balanced, provided in a non-judgmental manner, and is non-coercive.
- 31. PPMI will have a separate budget for funds for this agreement and maintain a financial management system that meets the standards specified in 45 CFR Part 74 or Part 92, as applicable.
- 32. PPMI assures that funds in this agreement will be expended solely for the purpose of delivering Family Planning Services in accordance with an approved plan & budget, and applicable cost principles prescribed in 45 CFR Part 74 or Part 92, as applicable.
- 33. PPMI assures 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 payments procedures maintained by PPMI. PPMI must be prepared to substantiate that these rates are reasonable and necessary.
- 34. PPMI will comply with MDHHS data reporting requirements for the purposes of monitoring and reporting performance.
- 35. PPMI will have a data collection system in place to assure accurate data reporting, and will be responsible for updating their system, as needed, to be in compliance with MDHHS data reporting standards.
- 36. PPMI will use data to identify program disparities and to the extent feasible, will use program promotion, community outreach, or other community-based strategies to address identified disparities (e.g., disparity in men vs. women served or disparity in low-income clients vs. full-fee clients).