



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal **Shelby County Government** **Purchasing Department**

160 N. Main, Suite 550
Memphis, TN 38103

Issued: July 15, 2011

Due: August 15, 2011 no later than 3:00 P.M. (Central Standard Time)

RFP #12-007-02

Title X Family Planning Services **(Shelby County Health Department)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified agencies or professionals to provide Title X Family Planning Services for Shelby County. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. on Monday, August 15, 2011.** Proposals should be addressed to:

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, TITLE X FAMILY PLANNING SERVICES, RFP #12-007-02" noted on the outside.

Sincerely,

Signed Original On File

AGRICULTURE

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department

COMMERCE

NOVEMBER 24, 1819

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified agencies or professionals to provide Title X Family Planning Services (the “Services”) for Shelby County as further described in this RFP. This Request for Proposal (“RFP”) is being released to invite interested and qualified agencies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All proposers must:

1. Have a minimum of five (5) years experience performing the work described in the RFP in providing family planning services.
2. Have sufficient, competent and skilled staff with experience in performing the Services.
3. Be either a governmental or non-profit entity.
4. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
5. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number. **Both numbers must be obtained prior to submitting your response.**
6. Provide a written statement of compliance that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.
7. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.
8. Provide proof of the minimum insurance requirements.

Please Note: *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.*

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov. At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debra D. Louis, Buyer
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be July 25, 2011 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and submitted to the respondent via email.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **August 15, 2011 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Friday, July 15, 2011
Proposal Due Date	Monday, August 15, 2011 by 3:00 pm (CST)
Notification of Award	September 2011
Services to Commence	October 1, 2011 or immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

The contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

I. Living Wage

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The Shelby County Health Department’s Family Planning Program is a federally Title X funded program with funding from the State of Tennessee. Title X is legally designed to prioritize the needs of individuals from low-income families and/or uninsured people including those who are not eligible for TennCare who might not otherwise have access to these health care services. These services are provided to low-income and uninsured individuals at reduced or no cost. Its overall purpose is to promote positive birth outcomes and healthy families by allowing individuals to decide the number and spacing of their children. The other health services provided in Title X funded clinics are integral in achieving this objective. Confidential, patient-friendly services are provided to males and women of child-bearing age (from menstruation through menopause) with a primary focus on pre-conceptual health.

The Family Planning Program promotes a healthy lifestyle by acknowledging and respecting the complexity of each individual and creating a caring safe haven for clients to share their personal reproductive needs. Education and counseling are primary tools used to empower males and females to make healthy reproductive choices that will enhance their own and their families' lives.

The program uses a *prevention-focused*, holistic approach that includes focus on obesity reduction, vitamin/nutritional status improvement, and overall good health in males and females. The program also focuses on establishing community relationships with residents and community organizations with an interest in improving reproductive health and reducing infant mortality in Shelby County.

The purpose of this Request for Proposal (RFP) is to define the County's minimum requirements, solicit proposals and gain adequate information from which the County can evaluate the services you propose to provide.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin October 1, 2011 or immediately upon execution of the contract through June 30, 2012 with the option to renew for three (3) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE/SCOPE OF WORK

To select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

The Title X program is the only Federal program devoted solely to the provision of family planning and reproductive health care. The program is required to offer access to contraceptive supplies and information to all who want and need them with priority given to low-income persons. Request is being made for proposals to award a contract to vendors of comprehensive family planning services to service family planning clients in one or more clinic sites located in Shelby County, Tennessee.

Required Services (Scope of Work)

The Provider must meet all of the following minimum standards to be considered for award of this contract and must clearly demonstrate in detail your ability to meet or exceed the services outlined below.

1. Family planning services must be provided to all clients requesting services during the full fiscal year even if contract funding has been fully expended prior to the end of the year. Contracted Providers are required to continue to serve family planning clients for the full contract period.
2. Contract Providers must be either a governmental or non-profit entity.

3. All Title X (federal) laws, rules, regulations, and guidelines must be followed for family planning services. Family planning services are defined in the Family Planning Services and Population Research Act of 1970, Public Law 91-572, and the Title X Regulations, 42CFR, Subpart A, part 59, under Sections 1001-1008 of the Public Health Service Act. These services must be in accordance with the guidelines of the “Program Guidelines for Project Grants for Family Planning Services”. These documents can be located at <http://opa.osophs.dhhs.gov/legislation.html> (legislation) and http://opa.osophs.dhhs.gov/titlex/2001guidelines/ofp_guidelines_2001.html (guidelines).
4. Services must be provided without the imposition of any durational residency requirement or requirement that the client be referred by a physician. Requests for services for people who live outside of Shelby County must be honored.
5. Providers must provide a broad range of acceptable and effective medically approved family planning methods, including emergency contraception, IUDs, natural family planning, and basic (Level 1) infertility services. If all methods are not available on site, the clinic must have a system in place for referral and payment for the method (for example, insertion of IUD). Prescriptions may only be written for TennCare and insured clients.
6. Pharmaceuticals must be handled in accordance with Tennessee pharmacy laws and professional practice regulations.
7. Charges to clients for services must be based on State of Tennessee’s sliding fee scale, as may be amended from time to time, that takes into account family size and income. (*See Exhibit 2 for the current applicable sliding fee scale for the program.*) The sliding fee scale applies to all services provided, including all contraceptive supplies.
8. No client who is at or below 100 percent of the federal poverty level is to be charged for any family planning services.
9. Clients must not be denied services because of the inability to pay.
10. Any person of reproductive age is eligible for family planning services.
11. Fees for minors requesting confidential services shall be based on the resources of the minor.
12. All Providers must provide family planning medical services including history, physical examination, appropriate laboratory tests, contraceptive supplies, emergency contraception, and necessary referrals.
13. All State of Tennessee guidelines, representing the minimum required services, must be followed for family planning services. *See Exhibit 1 for the “Tennessee Family Planning Visit Guidelines”.*
14. All third party revenue sources (TennCare and private insurance) which are legally obligated to pay for services must be billed for family planning services unless client confidentiality would be compromised. Billing statements to third parties should show total charges without any applicable discount or waiver.
15. All Providers must have a medical director who is licensed by the Tennessee Board of Medical Examiners and experienced in family planning.
16. Pregnancy testing is an integral service and must be available at every Title X family planning site. Staff must provide pregnancy testing, counseling, including options counseling, and referral of positive tests, as needed, in accordance with Shelby County Government and federal Title X policy.
17. Abortion is not considered a method of family planning. Persons requesting information on how to obtain an abortion must be given information. The clinic shall not pay for the procedure or any related costs.

18. Consent forms must be written in a language understood by the client or translated and witnessed by an interpreter. The signed consent form must be a part of the medical record.
19. Prior to distribution, all family planning informational and educational materials developed and/or made available to clients or the community must be reviewed by an advisory committee, usually established by the region, which must consist of five to nine members broadly representing the community as outlined in the Program Guidelines for Project Grants for Family Planning Services, which can be found at http://opa.osophs.dhhs.gov/titlex/2001guidelines/ofp_guidelines_2001.html (guidelines).
20. All Providers and their medical providers must carry professional liability coverage @ \$1,000,000/\$3,000,000.
21. Family planning programmatic and financial reports must be submitted electronically and in the format and on the time frames specified by Shelby County Government's Family Planning Program.
22. Services must be delivered in a confidential manner and all clients, including adolescents, assured of confidentiality.
23. All family planning medical services must be provided by appropriate personnel in accordance with current standards of medical practice, World Health Organization (WHO) guidelines and recommendations, American College of Obstetricians and Gynecologists (ACOG) guidelines and standards, and guidelines and directives of the Department of Health.
24. Providers must provide community education programs as outlined in the Program Guidelines for Project Grants for Family Planning Services, which can be found at http://opa.osophs.dhhs.gov/titlex/2001guidelines/ofp_guidelines_2001.html (guidelines).
25. Services must be provided solely on a voluntary basis without subjecting individuals to coercion to receive services or to use any particular method of family planning.
26. Services must be provided without regard to religion, race, color, national origin, creed, handicap, and sex, number of pregnancies, marital status, age, income, or contraceptive preference.
27. Acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, any other service or assistance.
28. The Provider's personnel must be informed that they may be subject to prosecution under Federal law if they coerce or endeavor to coerce any person to undergo an abortion or sterilization procedure.
29. Client eligibility for discounts must be documented in the client's financial record.
30. Title X Providers must report incidence of child sexual abuse, molestation, rape, or incest to the appropriate State authority in accordance with requirements imposed by State laws.
31. All Providers must have written plans for the management of emergencies including vaso-vagal reactions, anaphylaxis, syncope, cardiac arrest, shock, hemorrhage, and respiratory difficulties. Plans must address transport, after-hours management of contraceptive emergencies, and clinic emergencies.
32. All Providers must have protocols in place for all personnel who provide client care.
33. All Providers must have written plans for client education that have been submitted to and approved by Shelby County Government Family Planning Office and approved and signed by the Shelby County Health Department's Medical Director.
34. All Providers must keep personnel records confidential.

35. All Providers must require, prior to employment, licenses from applicants for positions requiring licensure, and there must be documentation that licenses are kept current.
36. Providers must provide for the orientation and in-service training of all project personnel.
37. Providers must include a plan for community participation in the development, implementation, and evaluation of the project.
38. Providers must establish and implement planned activities whereby their services are made known to the community.
39. Referral and follow-up systems must be in place at all clinic sites.
40. All family planning Providers must encourage minors to obtain family participation in their decision to seek family planning services.
41. All family planning Providers must provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
42. All clients must be provided with education and counseling, as appropriate, to assist them in reaching an informed decision regarding the choice and use of their family planning method and services.
43. Written informed consent, specific to the contraceptive method, must be signed before a prescription contraceptive method is provided.
44. All Providers and their medical providers performing and/or arranging sterilizations must comply with federal regulations for sterilizations.
45. A minimum of twenty (20) family planning medical records must be reviewed by the Provider every six months at each of the family planning clinic sites, in accordance with program guidelines and instructions. (*Exhibit 1*)
46. Providers must use the Clinical Laboratory Improvement Amendments (CLIA) approved cytology services.
47. Providers must provide flexible service hours of operation.
48. Applicant Providers must have a financial audit that is no more than three (3) years old.
49. Fees collected from patients must be used for family planning services.
50. Supporting data on the family planning visits must be kept on site for at least three years and be available to Shelby County Government when requested.
51. All family planning Providers must develop an annual work plan, including measurable and time-framed goals and objectives.
52. All family planning Providers must participate in Shelby County Government's Family Planning Program meetings and conference calls.

X. CONTRACT REQUIREMENTS

The successful Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct;

whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Provider shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

The Provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors

- e) Broad Form Property Damage, if applicable
 - f) Personal Injury and Advertising Liability
 - g) Sexual Abuse
 - h) Assault & Battery
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
 - b) Non-Owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. The Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) *Professional Liability – Malpractice Insurance* – minimum of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on August 15, 2011, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and **“CONFIDENTIAL, TITLE X FAMILY PLANNING SERVICES, RFP #12-007-02”** with due date and time indicated.
3. Proposals must be typed. Erasures and “white-out” are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. **Cover Page** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm:
 - a. Name and address of the Provider;
 - b. Name, title and telephone number of the contact person for the Provider;
 - c. A statement that the proposal is in response to this RFP; and
 - d. The signature, typed name and title of the individual who is authorized to commit the Provider to the proposal.
2. **Comprehensive Response**
(*This portion of the proposal must address each item listed below.*)
 - A. Organizational Capacity: Organization, Experience and Staff

This section shall contain pertinent information relating to your organization, staffing and experience that would substantiate your credentials to perform the services requested by Shelby County Government. The following information should be included, at a minimum:

1. Organizational Structure
 - a. Describe your organization's experience as it relates to this proposal. Include the number of years of experience providing medical services. Include your experience serving teens, men, ethnically diverse racial and ethnic groups as well as other hard-to-reach populations.
 - b. Describe your organization's demonstrated capacity with similar programs and populations. If your organization is requesting "continuation" of previously funded activities, these should be

described and indicators of program success should be included.

- c. If your organization is, or has been, in a contractual relationship with the Shelby County Government, please provide the following information:
 - (1) State agency name
 - (2) Time period of the contract
 - (3) Services provided
- d. Describe staff qualifications for the proposal. Include job descriptions, resumes, staffing pattern and other resources for implementing the project.
- e. Provide a brief description and history of the organization.
- f. Describe the organizational structure of your agency overall and for your family planning program management.

2. Required Attachments

- a. Attach an organizational chart that shows the location of the family planning program within the organizational structure.
- b. Applicants must include proof of nonprofit status, including IRS 501(c) (3) certification, if applicable.
- c. Applicants must include Articles of Incorporation and Bylaws, if applicable.
- d. Nonprofit organizations must provide a list of governing board and/or advisory board members that identifies expertise and population represented.

3. Program Monitoring

- a. Describe your data collection system. Specifically address how your system can be customized to produce reports on family planning users, outreach contacts and clinical services provided.
- b. Describe your computer system's capacity to electronically submit encrypted flat data files.

4. Personnel

- a. Briefly describe your personnel policies addressing staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, grievance procedures, confidentiality of personnel records and conflict of interest policies for staff and Board.
- b. Describe the policy and procedures for employee orientation, in-service training and continuing education for Title X related topics.
- c. Provide in one or two paragraphs each, position description and biographical sketch of key personnel. (For example: Project Director, Operations Director, Medical Director, Fiscal Director, etc.)

5. Cultural Competency

- a. Describe the provision of culturally and linguistically appropriate services.

6. Diversity

- a. Describe the percent of the Proposer's total current employees by ethnicity, sex and disability.

B. Technical Proposal for Scope of Services

This section should describe your plans and approach for providing the services requested. The information should be in sufficient detail to enable Shelby County Government to ascertain your understanding of the services to be accomplished. The following information must be included, at a minimum:

1. Project Description/Understanding

You must provide a comprehensive narrative captioned, "Project Description/Understanding" that illustrates your organization's understanding of Shelby County Government's requirements. The section must include the following information:

- Describe the target population and the geographic areas to be served.
- Describe the minimum numbers to be served, and an estimate of other persons to be impacted by your proposal.
- Describe how the program will focus on and meet the identified needs of the target population.
- Describe any gaps in services to be addressed by the project.
- Describe when, where and how often services will be delivered.

2. Project Approach

You must provide a comprehensive narrative captioned “Project Approach” that illustrates how your organization will provide the scope of services and meet Shelby County Government’s services needs. The section must include the following information:

a. Service Plans and Protocols

- (1) Describe the services provided at the initial visit, annual visits, and other visits.
- (2) Describe the process for development, approval and updating of protocols.

b. Services

- (1) Describe the procedure for providing clients with emergency and after-hours coverage.
- (2) Describe the tracking system for follow-up and referral for abnormal clinical findings and lab results.

c. Laboratory Services

- (1) Describe the laboratory services including quality assurance procedures. Indicate if the laboratory is CLIA certified and/or State of Tennessee licensed.
- (2) Describe any CLIA waived tests your onsite laboratory provides.
- (3) Describe the procedure for obtaining services beyond the scope of the on-site laboratory. Provide the name, address, and licenses (state and/or CLIA) of the cytology laboratory and any other referral laboratories.
- (4) Describe the criteria used for the selection of an outside contract laboratory (e.g. price, certification and other quality assurance measures).

d. Pharmacy Services

- (1) Describe the provision of pharmacy services.

- (2) Describe the capacity for on-site distribution of pharmaceutical items.

e. STD and HIV Services

- (1) Describe STD and HIV services offered.

f. Medical Records

- (1) Briefly describe the policies and procedures covering maintenance of the medical records system, including protection of client Protected Health Information (PHI) as required by the Health Insurance Portability and Accountability Act (HIPAA)

g. Client Education and Counseling

- (1) Describe educational and counseling services provided to clients, including provisions to assure informed consent and confidentiality. Attach copies of consent form(s).
- (2) Provide assurance that those requesting information on options for the management of an unintended pregnancy are given non-directive counseling on the following alternative courses of action and referral upon request: prenatal care and delivery; infant care, foster care or adoption; and pregnancy termination.
- (3) Describe counseling guidelines to encourage teens on how to avoid sexual coercion or plan to develop and implement these guidelines.
- (4) Describe counseling guidelines to encourage family involvement in the decision of minors to seek family planning services or the plan to develop and implement these guidelines.
- (5) Describe guidelines for reporting child abuse as required by Tennessee law.

h. Professional Credentials and Licensure

- (1) Describe procedures to ensure professional credentials and licensure are appropriately verified, updated and documented.

i. Required Attachments

- (1) Applicants must provide a signed Tennessee Title X Assurance of Compliance form. (*Exhibit 3*)
- (2) Applicants must provide a certificate of required Professional Liability Insurance Coverage.

C. Evaluation and Quality Assessment and Assurance

1. Describe the evaluation system and plan to assess, at a minimum, the quality of care provided to clients and determine its success or failure in meeting goals and objectives.
2. Describe the process to assess client satisfaction and how the information is used for quality assurance.
3. Describe how compliance with federal Title X Guidelines will be assured.

D. Financial Management

1. Provide a brief description of the financial management systems. Describe effective controls and accountability for all funds, property and other assets. Address safeguards for all assets to assure they are used solely for authorized purposes.
2. Billing and Collections
 - a. Describe the billing and collections process.
 - b. Describe the client intake process. Include an explanation of how often client financial information is updated.
3. Financial Audit
 - a. Discuss the status of the most recent financial audit, including the date of completion and time period covered by the audit.
 - b. Discuss any exceptions noted by the audit and any findings noted in the management letter. This discussion should include all remedial action taken or planned.

4. Insurance Program

- a. Describe the insurance policies including property, casualty, professional liability, fidelity bonding and Board of Directors' coverage.

E. Clinical Services

1. Complete the Provider Directory/Clinic(s) Schedule Information form (**Exhibit 4**). This information includes agency/service site identification of both full services and satellite location(s); service area(s); office hours; number of patients who received family planning and/or women health services for the period July 1, 2009 through June 30, 2010; and the projected number of family planning patients to be served October 1, 2011 through June 30, 2012 if the clinic receives contract funding. Include clinic evening and weekend hours.
2. Complete the Services Provided form (**Exhibit 5**). Indicate if services provided, or to be provided, are direct, on-site; direct, off-site; or paid referral. Provide a brief explanation for any required service that is not provided directly by the applicant ("directly" in this context meaning to be a part of Shelby County Government contract).
3. Provide a map(s) showing the locations of all clinics and satellite sites to provide Title X family planning services. Discuss the availability of clinic(s) and satellite site(s) to the target population. Describe accessibility of services to physically challenged individuals.

F. Community Education/Outreach

1. Describe opportunities 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 persons in the community knowledgeable about the community's need for family planning services.
2. Describe the structure of the current Information and Education Review Committee and its role/function in the family planning program or the plan to develop and implement an Information and Education Review Committee.
3. Describe program promotional activities and community education efforts and how they are based on the needs of the target population.

3. Cost and Fees

Reimbursement for services is based on a set rate for each type of visit provided, up to a set total amount for the contract year. The contract amount, plus client

fees and third party payments, covers nine (9) months of services to clients. No payment will be made under the contract for a client on TennCare/Medicaid. The reimbursement amount for each type of visit includes all applicable supplies, pharmaceuticals and laboratory tests. The visit types are included in *Exhibit 1* and the reimbursement amounts for each are as follows:

- Comprehensive Annual Visit - \$165.00
- Medical Visit - \$94.00
- Supply Visit - \$63.00
- Pregnancy Test - \$43.00
- IUD Insertion (includes the IUD and the insertion) - \$338.00
- Implant Insertion (includes the implant and the insertion) - \$506.75
- Visits not listed above, including, but not limited to, blood pressure check, urinalysis, referral, follow-up and counseling - \$38.00

4. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

5. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
 2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications and experience of specific personnel assigned to this project;
 - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
 - iii. Project methodology;
 - iv. Previous experience in performing similar Services;
 - v. References;
 - vi. Proposed cost to Shelby County Government;
 - vii. Time frame for completion.
 3. Oral Presentation.

Shelby County Government reserves the right to interview, or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer’s fees and scope of work or utilize their own resources for such work.



FAMILY PLANNING VISIT GUIDELINES MINIMUM REQUIREMENTS

POLICY

The Tennessee Department of Health Family Planning Program policy states that the content of the various types of family planning visits shall be guided by federal requirements as stated in the *Program Guidelines for Project Grants for Family Planning Services, January 2001*. All clinics must offer a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral. Federal guidance for visits can be found in section 7 entitled Client Services and section 8 entitled Required Services of the above named document. A copy of this document is located in the front of the Women's Health Manual, Volume I. Contact your regional Family Planning Administrator or Central Office staff if you need more copies of this document. Or you may access a copy by going to <http://opa.osophs.gov/gov> and click on Office of Family Planning, then OFP References, then on Program Guidelines (January 2001).

CLINIC FLOW

The way that a client moves through the clinic is called clinic flow. The goal is to move the client through her visit smoothly and efficiently. Efficiency includes using client time and staff expertise optimally. The goal is to have no client waiting more than 30 minutes for a clerk, nurse assistant, nurse, NP or physician. It should also be the goal to use the NP and physician time wisely. It is best to minimize staff down time as much as possible.

In order to achieve good clinic flow, it is recommended that the client herself complete, as much as possible, a self-history form and the AIDS Risk Assessment form. The client moves from the clerk to an individual who collects the basic labs such as blood pressure, height, weight, etc. This may be a nurse or a nurse assistant. This is a very brief visit and the client then moves into the exam room. The examiner will review the history and AIDs form, perform the exam, and write the plan of care.

The public health nurse will then receive the client. She will have the client review and sign a method specific consent form. She will carry out the orders in the plan of care including dispensing the ordered method. She will discuss confidentiality and record how the client wants to receive information from the clinic. She will arrange any ordered referrals or labs; and provide the needed health teaching. The client then returns to the clerk who will exit the client.

This particular pattern of flow through the clinic is given as an example only. Clinics need to establish their own optimal clinic flow.

EDUCATION

Education is the presentation of relevant information and educational materials, based upon client needs and knowledge. Title X clinics must have written plans for client education that include goals and content outlines to ensure consistency and accuracy of information provided. Client education must be documented in the client record. The education provided should be appropriate to the client's age, level of knowledge, language, and socio-cultural background and be presented in an unbiased manner. A mechanism to determine that the information provided has been understood should be established. Details of federal education requirements can be found in section 8.1 of *Program Guidelines for Project Grants for Family Planning Services, January 2001*.

COUNSELING

Counseling is an interactive process in which a client is assisted in making an informed choice. Federal guidance on counseling can be found in section 8.2 of the above referenced document. The primary purpose of counseling in the family planning clinic is to assist clients in reaching an informed decision regarding the choice and continued use of family planning methods and services. The counseling process is designed to help clients resolve uncertainty, ambivalence, and anxiety in relation to reproductive health and to enhance their capacity to arrive at a decision that reflects their considered self-interest.

Every client contact is an opportunity to improve health through counseling and education. To that end, many topics could be presented to the client during her family planning visit. Since it is commonly accepted that clients will remember approximately three points per visit, staff should make every effort to prioritize topics presented with emphasis on the current Title X family planning program priorities. Over time, from one visit to the next, the client should eventually receive all of the following information:

Required counseling/education topics:

- Purpose and sequence of clinic procedures including the return visit schedule
- Health Department services (can be given in writing)
- Importance of recommended tests and screenings
- Information necessary to be able to give informed consent
- Information about all contraceptive methods, including fertility awareness-based methods and abstinence, (can be given to the client in writing)
- Information necessary to be able to use the chosen contraceptive method correctly and consistently including how to discontinue the method, back-up methods, and ECPs.
- Information necessary to be able to identify adverse reactions, common side effects and possible complications of the method selected and what to do in case any of these occur
- Education regarding safer sex, STDs and the importance of HIV/AIDS testing
- The importance of family involvement and how to recognize and resist sexual coercion (all adolescents on first visit)
- Self breast exam for females and self-testicular exam for males (can be given in writing)
- Emergency contraception (ECPs)
- Results of the history, physical examination, laboratory studies or instructions as to when test results will be available
- Emergency 24-hour telephone number and where emergency services can be obtained
- Appropriate referrals for additional services as needed

Optional counseling topics:

- Nutrition
- High-risk sexual behaviors related to STDs
- Pap smear testing and cervical cancer
- Disease prevention and maintenance of health
- Instructions regarding calcium supplementation as a precaution against osteoporosis (adolescents and young adults, 1200-1500 mg day; adults aged 25-50, 1000 mg day; post menopausal women, 1000-1500 mg day)
- Instructions regarding folic acid supplementation (400 mcg daily)
- Counseling regarding avoidance of tobacco products
- Counseling regarding the adverse effects of alcohol and drug abuse
- Domestic violence and personal safety

- Unintended pregnancy prevention and its value in maintaining individual, child and family health
- Basic female and male anatomy and physiology (can be given in writing)

METHOD COUNSELING

Contraceptive method counseling should be provided to:

- Assure that the client knows results of the history, physical examination, and laboratory studies
- Assure that the client knows how to use the contraceptive method selected and is comfortable with its use
- Assure that the client knows common side effects and possible complications of the method selected and what to do in case they occur
- Assure that the client understands the return visit schedule and mechanism for obtaining next appointment
- Assure that the client knows the emergency 24-hour telephone number and location where emergency services can be obtained
- Assure that the client receives appropriate referral for additional services as needed.

HIV AND SEXUALLY TRANSMITTED DISEASES (STD) COUNSELING AND EDUCATION

All clients must receive thorough and accurate counseling on STDs and HIV including assessment of individual risk. The Center for Disease Control and Prevention (CDC) has developed national HIV/AIDS Prevention Strategies which include HIV testing as a routine part of medical care. The CDC recommends that a routine general consent form be considered as covering HIV testing. CDC also recommends that only clients who “opt out” of HIV testing would not be tested. In Tennessee, follow the most current recommendation for HIV testing as directed by the Tennessee STD Program. Clients found to be at risk for HIV must receive risk reduction counseling. All clinics must offer education about HIV infection and AIDS, information on risks and infection prevention, and referral services. When a clinic does not offer HIV risk assessment, counseling and testing, the clinic must provide the client with a list of health care providers who can provide these services.

SPECIAL COUNSELING

Clients should receive special counseling regarding future planned pregnancies, sterilization, and other individual issues (e.g., genetic, nutritional, sexual, preventive health) as indicated. Clients exposed to DES in utero should be made aware that they are at risk for certain conditions.

INFORMED CONSENT

Federal requirements for method-specific informed consent can be found in section 8.1 of the Program Guidelines cited above. Informed consent is a process as well as a form. A consent form cannot replace the exchange of information between the provider and the client that culminates in the client accepting or refusing a specific procedure or treatment. The consent form is intended to record this process. It becomes a part of the medical record. The informed client also has the right to refuse to undergo any of the treatments or procedures. The method-specific consent form, documenting the client’s voluntary consent to receive the program’s services, must be signed by the client. In order to give informed consent for contraception, the client must receive education on the benefits and risks of the various contraceptive methods. On the contraceptive of choice, the client must receive education on the safety, effectiveness, potential side effects, complications, and danger signs of the contraceptive method of choice. The consent form does not need to be signed yearly or upon readmission, unless indicated in the list below. Signing an informed consent form is required for:

- All new clients before any services are provided (clients who are already on an established method of contraception are considered new to the Family Planning Program and should sign a consent form).
- Clients who change methods, even if the change is to a method that the client used at a previous time.
- Clients with whom the provider believes there is a need to review information.
- Clients for whom there is a major change in health status.

HISTORY

At the initial comprehensive clinical visit, a complete medical history must be obtained on all female and male clients. Pertinent history must be updated at subsequent clinical visits. The comprehensive medical history must address at least the following:

- Significant illnesses; hospitalizations; surgery; blood transfusions or exposure to blood products; and chronic or acute medical conditions
- Allergies
- Current use of prescription and over-the-counter medications
- Extent of use of tobacco, alcohol, and other drugs
- Immunizations and Rubella status
- Review of systems
- Pertinent history of immediate family members
- Partner history including partner use of injectable drugs, multiple partners, risk of STDs and HIV, and bisexuality.
- Contraceptive use past and current including adverse effects (females)
- Menstrual history (females)
- Sexual history (males and females)
- Obstetric history (females)
- Gynecological conditions (females)
- Sexually transmitted diseases, including HBV (males and females)
- HIV (males and females)
- Pap smear history including date of last Pap, any abnormal Pap, treatment (females)
- In utero exposure to diethylstilbestrol (DES) (males and females)

PHYSICAL EXAMINATION

Male clients requesting temporary methods of contraception are not required to undergo physical examination, but should be offered this service.

Females using prescriptive methods of contraception must have a general physical examination. Females using non-prescriptive methods or diaphragms should have a general physical examination at least every two years. The examination for males and females should include at least the following:

- Height (Repeat height annually for adolescents only)
- Weight
- Blood pressure
- Thyroid
- Heart
- Lungs
- Extremities
- Breasts, including review of instruction in self breast exam

- Abdomen
- Pelvis
- Digital prostate exam in males over age 50 with instruction in self-exam of the testes for males of any age
- Rectum (Colorectal screening begins at age 50 for males and females as noted in OPA Program Instruction Series, OPA 03-01: *Screening for Cervical and Colorectal Cancer and Sexually Transmitted Diseases (STD)*, November 2003.)

Clinics must provide and encourage all clients to use health maintenance screening procedures. Clinics must provide and stress the importance of the following to their female clients and should stress and provide the following to their male clients:

- Blood pressure evaluation
- Breast examination
- Pelvic examination that includes vulvar evaluation, speculum exam, and bimanual exam (females)
- Genital examination including prostate examination age 50 and older or as needed (males)
- Cervical cancer screening for women (Pap smear) (females)
- STD and HIV screening as indicated
- Rectal examination (Colorectal screening to begin at age 50 as noted in OPA Program Instructions)

A provision has been made within the *Program Guidelines for Project Grants for Family Planning Services, January 2001* to allow for the delay of the physical examination. Physical Examination and related prevention services should not be deferred beyond 3 months after the initial visit, and in no case may be deferred beyond 6 months, unless, if in the provider's judgment, there is a compelling reason for extending the deferral. All deferrals, including the reason(s) for deferral, must be documented in the client record. For definitions and requirements of the components of an initial visit, refer to all of section 7, entitled Client Services, and all of section 8, entitled Required Services, within *Program Guidelines for Project Grants for Family Planning Services, January 2001*.

The exception to the rule regarding only 3-6 month delay of examination and related preventive services is made in the case of an adolescent who has been sexually active less than three years. In this case, the cervical cancer screening component (Pap smear test) may be delayed until the client has been sexually active three years or becomes 21 years of age (which ever comes first). Only the Pap smear is delayed in this instance and the rest of the required exam components will be completed. (For more information, see Pap smear Screening Guidelines found within this document.)

The plan of care for a deferred exam visit will include:

- An explanation for the deferral
- The medical history for the initial client and an updated medical history for the annual client. (The history must be negative for contraindications as listed in this protocol.)
- For annual visits (or re-supply visits), consult for Pill side effects that have not responded to standard treatments (i.e., Pill at bedtime for nausea), complications, or warning signs. Record consultant instructions in chart.
- Blood pressure measurement, hemoglobin or hematocrit
- Name, dosage, route, and frequency of the oral contraceptive chosen
- The number of cycles given (up to 3 cycles)
- Informed consent
- Necessary health teaching to use method correctly and consistently
- Document health teaching/counseling in chart.

- Offer condoms and/or contraceptive foam or film for use as back-up protection against unintended pregnancy.
- Date of the exam appointment.

The plan of care for an exam visit will include:

- Name, dosage, route, frequency of the contraceptive chosen; the number of cycles to be dispensed and/or when to return to be re-supplied.
- Initial patients may receive 3-4 cycles with 9-10 cycles on re-supply or be re-supplied as required by the method
- Whenever possible, depending upon the method, established clients should receive 13 cycles (Clients, who have been on their contraceptive method for some time from another provider and are having no problems, may also receive 13 cycles)
- Provide or continue health teaching at the exam visit (see below). PHN can be directed to provide this.
- Document which health teachings were provided.
- Offer condoms and/or contraceptive foam or film for use as back-up protection against unintended pregnancy
- Provide ECPs in advance of need or educate client on the availability of ECPs
- Stress making appointment for re-supply or annual exams before method runs out
- Other treatments as may be indicated from the examination and assessment
- Referrals for blood pressure 140/90 or greater, resting, on three visits with each visit no more than one week apart, or a diastolic measurement of 100 or more on a single visit
- Referral, testing, consult and/or treatment for urinalysis positive for glucose, or 2+ or greater for protein or other abnormal laboratory tests
- Refer or consult for problems not covered by the Family Planning Program
- Clients are returned annually, for re-supply, and as needed for problems.

LABORATORY

All clinics are required to offer pregnancy tests on site.

In Tennessee, all Family Planning clients age 25 or younger will be screened annually for gonorrhea and Chlamydia. All other women with risk factors such as a new partner, multiple partners, or a partner with multiple partners shall also be tested. (For more information, see [Chlamydia Screening Guidelines](#) within this document.)

See the pregnancy test section of this manual for guidelines regarding urine Chlamydia/gonorrhea testing at the time of urine pregnancy testing.

The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method and may be provided for the maintenance of health status and/or diagnostic purposes either on-site or by referral. A procedure that addresses client confidentiality must be established to allow for client notification and follow-up of abnormal laboratory results.

- Hemoglobin or Hematocrit
- Pap smear
- Sickle cell screening
- Mantoux tuberculin test
- Pregnancy test
- Gonorrhea and Chlamydia testing

- Vaginal wet mount
- Diabetes testing
- Cholesterol and lipids
- Hepatitis B testing
- Syphilis serology
- Rubella titer
- Urinalysis
- HIV testing (CDC recommends that HIV testing be a part of routine medical care. Follow current Tennessee STD Program guidance.)

OPTIONAL LAB TESTS: may be provided as needed.

TYPES OF VISITS IN FAMILY PLANNING IN TENNESSEE

INITIAL VISIT

An initial family planning visit for a male or female client occurs the first time a client presents to a family planning clinic in Tennessee. An initial visit for a male or female client must consist of education and counseling, informed consent (signed consent form females only), history, physical examination (females only and offer to males), appropriate laboratory tests, provision of a method of contraception (see the specific method guidelines included in this manual), and plans for follow-up and referral as needed.

A provision has been made within the *Program Guidelines for Project Grants for Family Planning Services, January 2001* to allow for the delay of the physical examination. Physical Examination and related prevention services should not be deferred beyond 3 months after the initial visit, and in no case may be deferred beyond 6 months, unless if in the provider's judgment there is a compelling reason for extending the deferral. All deferrals, including the reason(s) for deferral, must be documented in the client record. A deferred visit is coded as a supply visit in PTBMIS.

For definitions and requirements of the components of an initial visit, refer to all of section 7, entitled Client Services, and all of section 8, entitled Required Services, within *Program Guidelines for Project Grants for Family Planning Services, January 2001*.

The exception to the rule regarding only 3-6 month delay of examination and related preventive services is made in the case of an adolescent who has been sexually active less than three years. In this case, the cervical cancer screening component (Pap smear test) may be delayed until the client has been sexually active three years or becomes 21 years of age (which ever comes first). Only the Pap smear is delayed in this instance and the rest of the required exam components will be completed. (For more information, see Pap smear Screening Guidelines found within this document.)

RETURN VISIT

A return family planning visit for a male or female client must be individualized based upon the client's need for education, counseling, and clinical care. Clients selecting hormonal contraceptives, intrauterine devices, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use is not required to return for this early visit. See the PTBMIS codes manual for coding information.

MEDICAL REVISIT

A family planning medical revisit occurs when the client is returning for follow-up care and receives one or more of the medical services which requires placing her on the exam table. The medical visit should include history of the presenting complaint, update of the general history, perform necessary physical evaluation, perform laboratory tests as indicated, and treat or refer according to protocol. Provide counseling and education as needed. See the PTBMIS codes manual for coding information.

ANNUAL EXAM

An annual exam describes continuing clients who receive their annual physical examination within the family planning program. Regions/agencies have the option to schedule clients using non-prescriptive methods or diaphragms for services every two years rather than annually. Annual exams include: education and counseling, history, physical examination, appropriate laboratory tests, continuation of a method of contraception or method change (see the specific method guidance included within this document), method specific informed consent form if there is a method change, and plans for follow-up or referral if needed. See the PTBMIS codes manual for coding information.

SUPPLY VISIT

A supply visit occurs when a client is returning to the clinic for only a re-supply of his or her contraceptive. Supply visits include: history update, blood pressure for hormonal contraceptive users or for other methods as indicated, weight as needed, optional lab tests may be provided as indicated, education and counseling.

PREGNANCY TEST VISIT

Pregnancy testing must be provided to all clients in need of this service. (See Pregnancy Test Guidelines within this document for further information.) Pregnancy testing is important as an entry point for providing education and counseling about family planning. When a woman presents to the health department requesting a pregnancy test, one should be provided on the day of request, even if prenatal or family planning clinic services are not normally available on that day.

OTHER VISIT

The other visit category is used any time the client is in the clinic for a reason other than an initial, medical, readmission, annual or supply visit. For example, a family planning client who returns to the clinic for special counseling or for any medical services that do not require a table exam such as a blood pressure check would be considered an "other visit".

As always, for those Title X sites that are on the PTBMIS system, please refer to the most current PTBMIS codes manual for information on how to code Family Planning encounters. The PTBMIS codes manual can be found on the Health Services Administrations (HAS) intranet web site.

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2. American College of Obstetricians and Gynecologists, Department of Professional Liability, *The Assistant*, Number 4, "Informed Consent", 1997.
3. Tennessee Department of Health, Bureau of Health Services, Health Services Administration, *Selective Screening Criteria for Chlamydia and Gonorrhea*, Memorandum from Long, W., and Hagstrom, R., to Regional Medical Directors, Regional Nursing Directors, Family Planning Administrators, CDC/STD Supervisors, October, 23, 1995.
4. Tennessee Department of Health, Bureau of Health Services, Maternal and Child Health, Family Planning Program, *Data Manual*, revised May, 1991.
5. Tennessee Department of Health, Bureau of Health Services, Maternal and Child Health, Family Planning Program, *Family Planning Consent Forms*, Memorandum # 059 from Yoder, D. to Family Planning Administrators, September 5, 1995.
6. Tennessee Department of Health, Bureau of Health Services, Maternal and Child Health Section, Family Planning Program, *Family Planning Program Changes*, Memorandum from Hagstrom, R., & Major, M., to Regional Offices, Local Health Departments, Regional and Agency Family Planning Administrators, November 23, 1992.
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8. Tennessee Department of Health, Bureau of Health Services, Maternal and Child Health, *Summary of Recommendations of the Family Planning Medical Committee*, 1997.
9. U.S. Department of Health and Human Services, Office of Public Health and Science, Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, January 2001, (latest edition).
10. U.S. Department of Health and Human Services, Public Health Service, Office of Population Affairs, *OPA Program Instruction Series, OPA-87-4: AIDS Education, Counseling and Testing in Title X*, December 8, 1987.
11. U.S. Department of Health and Human Services, Public Health Service, Office of Population Affairs, *OPA Program Instruction Series, OPA 98-1: Certifications for Encouraging Family Participation and Counseling to Minors on How to Resist Coercive Attempts to Engage in Sexual Activities*, February 24, 1998.
12. U.S. Department of Health and Human Services, Public Health Service, Office of Population Affairs, *OPA Instruction Series, OPA 03-01: Screening for Cervical and Colorectal Cancer and Sexually Transmitted Diseases (STD)*, November 3, 2003.
13. U.S. Preventive Services Task Force, *Guide to Clinical Preventive Services*, Third Edition, Agency for Health Care Research and Quality, publication number 02-500, September 2002.

OTHER RESOURCES

1. American College of Obstetricians and Gynecologists, Committee on Professional Liability, *ACOG Committee Opinion*, Number 108, "Ethical Dimensions of Informed Consent", May 1992.
2. American College of Obstetricians and Gynecologists, *Guidelines for Women's Health Care*, Second edition, 2002.

TENNESSEE DEPARTMENT OF HEALTH SLIDING FEE SCALE							
EFFECTIVE DATE: APRIL 1, 2011							
% Patient Pays	0%	20%	40%	60%	80%	95%	100%
% of Poverty (FPL)	0-100%	100.01-125%	125.01-150%	150.01-175%	175.01 -200%	200.01-250%	250.1% over
Family Size	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income
1	0-908	909-1134	1135-1361	1362-1588	1589-1815	1816-2269	2270 - Over
2	0-1226	1227-1532	1533-1839	1840-2145	2146-2452	2453-3065	3066 - Over
3	0-1544	1545-1930	1931-2316	2317-2702	2703-3088	3089-3860	3861 - Over
4	0-1863	1864-2328	2329-2794	2795-3259	3260-3725	3726-4656	4657 - Over
5	0-2181	2182-2726	2727-3271	3272-3816	3817-4362	4363-5452	5453 - Over
6	0-2499	2500-3124	3125-3749	3750-4374	4375-4998	4999-6248	6249 - Over
7	0-2818	2819-3522	3523-4226	4227-4931	4932-5635	5636-7044	7045 - Over
8	0-3136	3137-3920	3921-4704	4705-5488	5489-6272	6273-7840	7841 - Over
9	0-3454	3455-4318	4319-5181	5182-6045	6046-6908	6909-8635	8636 - Over
10	0-3773	3774-4716	4717-5659	5660-6602	6603-7545	7546-9431	9432 - Over
Family Size	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income
1	0-10890	10891-13613	13614-16335	16336-19058	19059-21780	21781-27225	27226 - Over
2	0-14710	14711-18388	18389-22065	22066-25743	25744-29420	29421-36775	36776 - Over
3	0-18530	18531-23163	23164-27795	27796-32428	32429-37060	37061-46325	46326 - Over
4	0-22350	22351-27938	27939-33525	33526-39113	39114-44700	44701-55875	55876 - Over
5	0-26170	26171-32713	32714-39255	39256-45798	45799-52340	52341-65425	65426 - Over
6	0-29990	29991-37488	37489-44985	44986-52483	52484-59980	59981-74975	74976 - Over
7	0-33810	33811-42263	42264-50715	50716-59168	59169-67620	67621-84525	84526 - Over
8	0-37630	37631-47038	47039-56445	56446-65853	65854-75260	75261-94075	94076 - Over
9	0-41450	41451-51813	51814-62175	62176-72538	72539-82900	82901-103625	103626 - Over
10	0-45270	45271-56588	56589-67905	67906-79223	79224-90540	90541-113175	113176 - Over

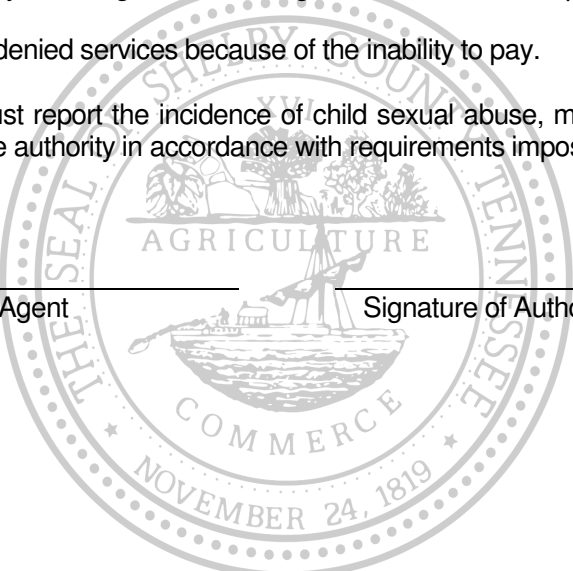
**Tennessee Family Planning Program
TITLE X ASSURANCE OF COMPLIANCE**

_____ assures that it will:

(Name of Agency)

- A. Comply with all required entities regarding operation of the Family Planning Services:
- *Tennessee Family Planning Program Standards and Guidelines Manual* (2008)
 - 45 CFR, Part 74, Administration of Grants (Federal Regulations)
 - 42 CFR, Part 59, Subpart A Project Grants for Family Planning Services
 - Office of Family Planning, *Program Guidelines for Project Grants For Family Planning Services*, January 2001, U.S. Department of Health and Human Services
 - Occupational Safety & Health Administration (OSHA)
 - Clinical Laboratories Improvement Amendments (CLIA)
 - Health Insurance Portability & Accountability Act (HIPAA)
- B. Submit applicable portions of the Family Planning Annual Report (FPAR) in accordance with the Department of Health and Human Services (DHHS) Instructions and all other required reports within the time frame set by the Department.
- C. Meets confidentiality requirements of Title X:
- Staff disclosures
 - Client billing
 - Client privacy and the facility
 - Employee records
 - Referrals and follow-up results
 - Reporting abnormal test results
 - Medical records
- D. Not provide abortion services as a method of family planning or use project funds to pay for abortions.
- E. Provide that priority in the provision of services will be given to persons from low income families.
- G. Will not require written consent of parents or guardians for the provision of services to minors. Nor can the project notify parents or a guardian before or after a minor has requested and received Title X family planning services.
- H. Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
- I. Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, marital status, or county of residence.
- J. Encourage family participation in the decision of the minor to seek family planning services.

- K. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.
- L. Provide assistance to clients with Limited English Proficiency (LEP) to prevent barriers to care.
- M. Maintain medical records in a systematic, complete and confidential manner. Signed informed consent forms must be on file for all treatments and procedures performed.
- N. Develop and implement written referral procedures for all required services not provided on-site.
- O. Identify and maintain an Information and Education Advisory Committee in compliance with Federal and State Regulations.
- P. Determine a schedule of discounts and sliding fee scale for family planning services, pursuant to Federal Poverty Levels.
- Q. Make reasonable efforts to collect third party reimbursements.
- R. Meet all Title X Family Planning Minimum Program and Minimum Reporting Requirements.
- S. Clients must not be denied services because of the inability to pay.
- T. Title X providers must report the incidence of child sexual abuse, molestation, rape, or incest to the appropriate State authority in accordance with requirements imposed by State laws.

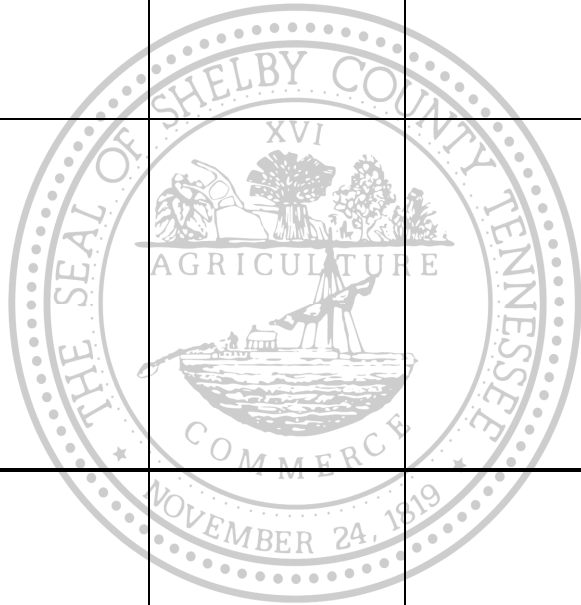


Name of Authorized Agent
Signature of Authorized Agent

**Provider Directory/Clinic(s) Schedule Information
Family Planning Program**

Agency Name: _____

Site Name	Clinic Address	Service Area	Office Hours	Clinic Hours	Family Planning Patients Served FY10	Projected Number of Family Planning Patients FY2012
Clinic Name						
Phone						
Email						
Fax						
Clinic Name						
Phone						
Email						
Fax						



SERVICES PROVIDED

SERVICE SITE: (Address)

SERVICES	1	2	3	4	5
A. Client Education and Counseling					
1. Informed Consent					
B. History					
1. Physical Assessment					
2. Lab Testing					
C. Fertility Regulation (Methods)					
1. Diaphragm/Cervical cap					
2. Condom					
3. Female condom					
4. Spermicide					
5. IUD					
6. Oral Contraceptives					
7. Hormonal Implants					
8. Hormonal Injection(Progestin only, combined)					
9. Vaginal Ring					
10. Hormonal Patch					
11. Emergency Contraception					
12. Fertility Awareness methods					
13. Sterilization (Female)					
14. Sterilization (Male)					
D. Level I Infertility Services					
E. Pregnancy Diagnosis / Counseling					
F. Sexually Transmitted Disease Testing (specify)					
G. Sexually Transmitted Disease Treatment					
H. HIV Services (Describe)					
I. Minor GYN Problems					
J. Health Promotion/Disease Prevention					
K. Special GYN Procedures					
L. Other Services (List below)					

See Instructions for definitions:

1 = Direct service, on-site

2 = Direct service, off-site

3 = Paid referral

4 = Provided by or paid by central office checked)

5 = Not provided (provide an explanation of any column 5 service)