

Testimony
Health & Human Services Interim Committee Testimony
Representative Weisz, Chairman
June 16, 2010

Chairman Weisz and members of the Health & Human Services Interim Committee, I am Carol Cartledge, Director of Public Assistance of the Department of Human Services. I am here today to provide you with information requested on Alternatives-to-Abortion services.

From July 1, 2009 through April 30, 2010, 500 women (unduplicated) who received services were reported as being pregnant. Of these women, 337 had a single service visit, while 163 women had more than one service visit.

There are 13 agencies statewide that provide services. The attached brochure provides a listing of the agencies and locations. The following table displays the number of women served by each agency from July 1, 2009 through April 30, 2010.

Region	Agency Name	Number of Service Visits Provided
2	Catholic Charities	21
2	The Village Family Service Center and Lutheran Social Services	34
3	First Choice Clinic	113
4	Saint Gianni's Maternity Home	85
4	The Village Family Service Center and Lutheran Social Services	17
4	Women's Pregnancy Center	142
5	Birthright of Fargo-Moorhead	28
5	Catholic Charities North Dakota	19
5	Christian Family Life Services	22
5	First Choice Clinic	437

Region	Agency Name	Number of Service Visits Provided
5	Perry Center	79
5	Red River Youth for Christ	88
5	The Village Family Service Center and Lutheran Social Services	79
7	Catholic Charities North Dakota	17
7	The Village Family Service Center and Lutheran Social Services	20

Providers may bill for services received by pregnant women or women who think they may be pregnant. Billable services are: pregnancy testing, prenatal education/classes, pregnancy counseling, and parenting education/classes. Services that are provided by professional staff are billed at \$12.50 per unit of service and Para-professional staffs are billed at \$5.00 per unit of service. A unit is 15 minutes.

Attached is a copy of a memorandum of agreement signed by each provider.

Post-abortion counseling services - One case was reported as post-abortion counseling services in 2007 on a request for payment, in the comment section. Payment for services was not made as only services provided prior to birth are billable.

This concludes my testimony. I would be happy to answer any questions.

MEMORANDUM OF AGREEMENT

This Agreement is entered between _____ (Provider) and the **North Dakota Department of Human Services (NDDHS)**.

NDDHS is responsible for establishing and implementing an alternatives-to-abortion program pursuant to North Dakota Century Code (N.D.C.C.) § 50-06-26, and has established and designated that program as the Alternatives-to-Abortions Program. The program will provide positive outcome-based information, counseling, and support services with the following requirements and expectations:

1. The Alternatives-to-Abortions Program is available to pregnant women or women who believe they may be pregnant, who reside in North Dakota;
2. Alternatives-to-Abortions services may be delivered until the child is born;
3. Alternatives-to-Abortions services will promote childbirth through providing information, counseling, and education to assist pregnant women to choose childbirth and make an informed decision about adoption or parenting with respect to the child;
4. Alternatives-to-Abortions services eligible for payment are counseling related to a pregnancy or possible pregnancy, educational services relating to a pregnancy or possible pregnancy, adoption counseling, and referrals for related services; and
5. Alternatives-to-Abortions services do not include medical services, but non-medical services may be provided by licensed medical practitioners to Alternatives-to-Abortions clients.

Provider desires to provide Alternatives-to-Abortions services. Consistent with the requirements of the Alternatives-to-Abortions Program, and to meet the requirements of N.D.C.C. § 50-06-26 and this Agreement. Provider agrees to:

1. Screen each potential client to establish that she is pregnant or reasonably believes she may be pregnant;
2. Inform each client that it is her right to secure Alternatives-to-Abortions services from a provider of those services listed in the Alternatives-to-Abortions brochure;
3. Assist NDDHS in gathering data to evaluate the Alternatives-to-Abortions Program by accurately completing each submitted voucher form;
4. Keep confidential the communications between a client and Provider or its employees and agents, except as permitted by law or by the informed agreement of the client;
5. Submit to NDDHS a copy of Provider's liability insurance policy for approval before submitting a voucher form; and Maintain approved coverage in effect at all times Provider is providing services under this Agreement.

Provider agrees not to:

1. Counsel for, refer for, encourage, or perform abortions, or knowingly refer an Alternatives-to-Abortions client to another person or agency for the purpose of receiving counseling for, referral for, encouragement for, or the performance of an abortion; or
2. Discriminate against an Alternatives-to-Abortions client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

NDDHS agrees to pay Provider for Alternatives-to-Abortions services performed consistent with this Agreement at the rate of \$12.50 for each quarter hour of service furnished by a member of the clergy, a nurse licensed under N.D.C.C. chi 43-12.1, a physician licensed under N.D.C.C. chi 43-17, a psychologist licensed under N.D.C.C. chi 43-32, a social worker licensed under N.D.C.C. chi 43-41, an addiction counselor licensed under N.D.C.C. chi 43-45, a counselor licensed under N.D.C.C. chi 43-47, or a marriage and family therapist licensed under N.D.C.C. chi 43-53; and at the rate of \$5.00 for each quarter hour of service furnished by any other individual.

This Agreement is effective on _____ (or the date entered below by Provider, whichever is later), and remains in effect until _____, unless terminated by Provider or NDDHS.

This Agreement may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause. Failure by Provider to perform the terms of this Agreement may result in the immediate termination of the Agreement.

Service Provider Name

By: _____
Signature

(Date)

North Dakota Department of Human Services

Carol Cartledge, Director
Public Assistance