

C A M P A I G N F O R ACCOUNTABILITY

March 21, 2019

By Email: opa@hhs.gov

The Honorable Diane Foley
Deputy Assistant Secretary, Office of Population Affairs
U.S. Department of Health & Human Services
200 Independence Ave.
Washington, DC 20201

By Email & Fax

Mr. Mervin Turner
Acting Chief Counsel, Acting Regional Director
Capt. Mehran S. Massoudi
Regional Health Administrator
Ms. Liese Sherwood-Fabre
Regional Project Officer
Region 6
Office of Intergovernmental and External Affairs
U.S. Department of Health & Human Services
1301 Young Street, Suite 1124
Dallas, TX 75202

Re: Errors in Title X Grant Application submitted by the Obria Group in conjunction with the Heidi Group, Midland Community Healthcare Services, and the Community Wellness Clinic of Conroe

Dear Ms. Foley, Mr. Turner, Capt. Massoudi, and Ms. Sherwood-Fabre:

Campaign for Accountability (“CfA”) respectfully writes to inform the Offices of Population Affairs and of Grants Management of misrepresentations and omissions made by the Obria Group, in conjunction with the Heidi Group, Midland Community Healthcare Services, and the Community Wellness Clinic of Conroe, in their FY 2019 Title X Family Planning Services Grant application (hereinafter the “Obria grant application”). Specifically, the Obria grant application appears to inflate the number of patients seen by the Heidi Group clinic on a regular basis, identifies a former employee as Heidi Group’s top quality assurance officer even though she had left the organization eight to nine months before the organizations submitted the application, and fails to disclose pertinent information regarding the Heidi Group’s terminated state contracts.

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Background

The Heidi Group is a nonprofit organization based in Round Rock, Texas and led by anti-abortion activist Carol Everett.¹ Between 2016 and 2017, Texas Health and Human Services designated nearly \$7 million in state funds to the Heidi Group, and in return the organization promised to provide family planning and reproductive health care to low income Texans.² On October 12, 2018, the Texas Health and Human Services Commission announced that because the Heidi Group “is unable to meet the standards of a successful contractor” it would no longer be receiving state contracts.³ The Texas Health and Human Services Commission demanded that the Heidi Group pay the state \$29,431 to cover the cost of the state’s investigation, and the Office of the Inspector General continues to investigate whether the Heidi Group needs to pay back over \$1million in questionable billed costs.⁴

The Obria Group (“Obria”) is a California-based organization that in 2015 began affiliating with existing anti-abortion clinics in other states to form a national network of pregnancy clinics that oppose abortion without exception and do not offer contraceptive choices, including condoms, beyond fertility awareness.⁵ In 2018 Obria sought federal funding under HHS’s FY 2018 Title X Family Planning Services Funding Opportunity Announcement, but Obria’s application was rejected because Obria did not comply with Title X rules requiring grantees “to include a provider that offers hormonal birth control.”⁶ Instead, the majority of Obria’s funding has been from private donors, with one of its most significant supporters being the Catholic Church.⁷

¹ See Ex. A (Articles of Incorporation of the Heidi Group, Inc., filed Sept. 7, 1995). Available on file with and available from the Texas Secretary of State.

² See Ex. B (Signature Document for the Health and Human Services Commission, Contract No. 529-16-0132-00006, Healthy Texas Women’s Grant Program, (July 15, 2016)), *available at* https://www.scribd.com/document/323185252/The-Heidi-Group-Healthy-Texas-Women-contract?doc_id=323185252&download=true&order=461534612; See Ex. C (Signature Document for the Health and Human Services Commission, Contract No. 1529-16-0105-00053, Family Planning Grant Program, (Jan. 5, 2017)), *available at* <https://www.documentcloud.org/documents/5777250-Family-Planning-Program-Contract.html>.

³ Marissa Evans, *State Cancels Health Contracts with Anti-Abortion Heidi Group*, THE TEXAS TRIBUNE, (Oct. 12, 2018), *available at* <https://www.texastribune.org/2018/10/12/texas-cancels-health-contracts-anti-abortion-heidi-group/>.

⁴ Jeremy Blackman, *Troubled Texas Nonprofit Tries for More Family Planning Money*, HOUSTON CHRONICLE, (March 18, 2019), *available at* <https://www.houstonchronicle.com/news/houston-texas/houston/article/Troubled-Texas-nonprofit-tries-for-more-family-13697734.php>.

⁵ Victoria Colliver, *Anti-Abortion Clinics Tapping Into Federal Funds Under Trump*, POLITICO (Dec. 16, 2018), *available at* <https://www.politico.com/story/2018/12/16/abortion-pregnancy-centers-planned-parenthood-1007765>; *see also* Sarah Varney, *‘Contraception Deserts’ Likely to Widen Under New Trump Administration Policy*, KAISER HEALTH NEWS (Sept. 28, 2018), *available at* <https://khn.org/news/contraception-deserts-likely-to-widen-under-new-trump-administration-policy/>.

⁶ See Colliver, *supra* note 5.

⁷ Jim Graves, *God Doesn’t Walk Away*, Catholic World Report, (May 7, 2011), *available at* <https://www.catholicworldreport.com/2011/05/07/god-doesnt-walk-away/>

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In January 2019 Obria submitted a FY 2019 Title X Family Planning Services Grant application in collaboration with the Heidi Group, Community Healthcare Services, and Community Wellness Clinic in Conroe.⁸ According to the application proposal, Obria would manage the grant money, and the direct services would be provided by the three Texas-based groups.⁹ The application seeks upward of \$24 million over three years with a target of serving a total of just over 45,000 patients throughout that time period.¹⁰

Errors in Grant Application

In the Obria grant application the Heidi Group represented that it serves slightly more than one hundred patients a week at its Round Rock clinic and committed to continuing to do so should it receive Title X funding.¹¹ However, reporting indicates that according to a former Heidi Group employee who left the group in early March 2019, the clinic only serves about eight patients “on a good day.”¹² This means that even in a week with five good days,¹³ the Heidi Group is serving little more than half the number of patients represented by the organization in its grant application.

The Obria grant application also repeatedly refers to a former Heidi Group employee, a nurse named Ronda Schultz, as the group’s “top quality assurance officer.”¹⁴ However, according to reporting, Ms. Schultz left the Heidi Group in April 2018, approximately eight to nine months before the Obria grant application was finalized and submitted to HHS.¹⁵ It has been reported that Ms. Schultz did not know that the Heidi Group included her name and résumé in the grant application.¹⁶

Finally, the Obria grant application omitted any information regarding the Heidi Group’s terminated state contracts or the Texas Health and Human Services Commission’s Office of the Inspector General’s ongoing audit of the Heidi Group’s questionable \$1 million expenses.¹⁷

⁸ See Blackman, *supra* note 4.

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ The Heidi Group website indicates its Round Rock clinic is open Monday through Friday, 8:00 AM to 5:00 PM. See The Heidi Group, Contact Us webpage (last visited March 21, 2019), available at <http://heidigroup.org/contact-us>.

¹⁴ See Blackman, *supra* note 4.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

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Conclusion

The Obria grant application appears to include multiple misstatements and omits pertinent information pertaining to its proposed Texas partner, the Heidi Group. The Offices of Population Affairs and of Grants Management should be aware of these errors when reviewing the Obria grant application. Furthermore, the inclusion of these misstatements and omissions in Obria's grant application must be considered when deciding whether the Obria Group and its affiliates are appropriate recipients of Title X funding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alice C.C. Huling", with a stylized, cursive script.

Alice C.C. Huling
Counsel

EXHIBIT A

**ARTICLES OF INCORPORATION
OF
THE HEIDI GROUP, INC.,
A Non-Profit Corporation**

FILED
In the Office of the
Secretary of State of Texas
SEP 07 1995
CORPORATIONS SECTION

The undersigned natural person over the age of eighteen (18), acting as an incorporator, in order to form a non-profit corporation under the laws of the State of Texas, adopts the following Articles of Incorporation of The Heidi Group, Inc. (referred to as the "Corporation") under the Texas Non-Profit Corporation Act (referred to as the "TNPCA").

ARTICLE ONE

Name

The name of this Corporation is The Heidi Group, Inc.

ARTICLE TWO

Non-Profit Corporation

The Corporation is a non-profit corporation.

ARTICLE THREE

Duration

The period of the Corporation's duration is perpetual.

ARTICLE FOUR

Purpose

The purpose for which this corporation is organized is educational. This includes the development of an institution to proclaim, evangelize, teach and publish by oral, written or other means the teachings and truth regarding our Lord Jesus Christ of Nazareth directly related to men and women developing a sanctity of life ethic.

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE FIVE**Registered Office and Agent**

The street address of the initial registered office of this corporation is 12804 Partridge Bend, Austin, Texas 78729. The name of the initial registered agent at this office is Carol Everett.

ARTICLE SIX**Directors**

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as directors are:

Barry L. Burton
9237 Clearhurst
Dallas, Texas 75238

Carol Everett
12804 Partridge Bend
Austin, Texas 78729

Scott Felder
10915 Bee Caves Road
Austin, Texas 78733

ARTICLE SEVEN**Incorporator**

The name and address of the incorporator is:

Carol Everett
12804 Partridge Bend
Austin, Texas 78729

ARTICLE EIGHT**Additional Provisions**

- A. The corporation will not have membership.
- B. Upon the dissolution of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or

more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

- C. Except as otherwise provided in these Articles, the Corporation shall have all of the powers provided in the TNPCA. Moreover, the Corporation shall have all implied powers necessary and proper to carry out its express powers.
- D. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
- E. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.
- F. Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
- G. In any taxable year in which this Corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation (1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; (2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; (3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; (4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and (5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

The undersigned incorporator hereby declares under penalty of perjury that the statements made in the foregoing Articles of Incorporation are true and has executed these Articles on September 7, 1995.

Dated: September 7, 1995

Carol Everett
CAROL EVERETT, INCORPORATOR

EXHIBIT B

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00006
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The Heidi Group** ("Grantee" or "Contractor"), having its principal office at 109 S. Harris Street, Ste. 210, Round Rock, TX 78664 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 50,610 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$1,649,531 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

The Heidi Group
109 S. Harris Street, Ste. 210
Round Rock, Texas 78664
Attention: Carol Everett, CEO
Email: ce@heidigroup.org
Phone: (512)255-2088

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

The Heidi Group
109 S. Harris Street, Ste. 210
Round Rock, Texas 78664
Attention: Carol Everett, CEO

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

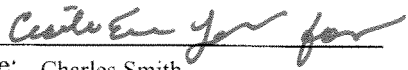
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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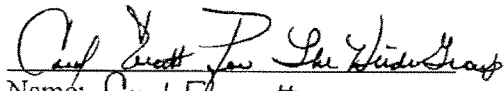
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY


Name: Charles Smith
Title: Executive Commissioner
Date of execution: 7/15/16

GRANTEE


Name: Carol Everett
Title: CEO
Date of execution: 6-30-2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS

ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E – UNIFORM TERMS AND CONDITIONS

ATTACHMENT F – SPECIAL CONDITIONS

ATTACHMENT G – STATE ASSURANCES

ATTACHMENT H – FEDERAL ASSURANCES

ATTACHMENT I – DATA USE AGREEMENT

EXHIBIT C

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0102-00053
UNDER THE
FAMILY PLANNING GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The Heidi Group** ("Grantee" or "Contractor"), having its principal office at 109 S. Harris Street, Suite 210, Round Rock, TX 78664 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Family Planning Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter B, §§382.101-129.

III. CONTRACT PERIOD

This Contract has two components, the Fee-For-Service component and the Cost Reimbursement component. Given the need to coordinate the contracts associated with the Family Planning Program ("Program") with the TMHP claims process associated with the Fee-For-Service component of the Program, the effective dates for each component are as follows:

The Cost Reimbursement component will be effective upon the signature date of the latter of the Parties to sign the Contract.

The Fee-For-Service component will be effective on August 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later.

The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in the: (1) Family Planning Program Open Enrollment, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and

incorporated herein by this reference; and (3) Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Family Planning Program Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Family Planning Program services to 17,895 Unduplicated Clients during the term of this Contract.

V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES

The total amount of this Contract shall not exceed \$5,100,000 as described in the budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component is \$2,550,000. Contractor must submit claims in accordance with the requirements of Sections 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A.

Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component is \$2,550,000. All expenditures under the Contract must be in accordance with ATTACHMENT C. This portion of the Contract will be paid on a cost reimbursement basis as described in Sections 2.3.3 and 2.3.4 of the Family Planning Program Open Enrollment, ATTACHMENT A.

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VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

The Heidi Group
109 S. Harris Street
Suite 210
Round Rock, TX 78664
Attention: Carol Everett, CEO
Email: ce@heidigroup.org
Phone: (512) 255-2088

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

The Heidi Group
109 S. Harris Street
Suite 210
Round Rock, TX 78664
Attention: Carol Everett, CEO
Email: ce@heidigroup.org
Phone: (512) 255-2088

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY



Name: Charles Smith

Title: Executive Commissioner

Date of execution: 1-5-2017

GRANTEE



Name: Carol Everett

Title: CEO

Date of execution: December 5, 2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – FAMILY PLANNING PROGRAM OPEN ENROLLMENT
ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR’S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR’S OPEN ENROLLMENT APPLICATION
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
ATTACHMENT F – SPECIAL CONDITIONS
ATTACHMENT G – STATE ASSURANCES
ATTACHMENT H – FEDERAL ASSURANCES
ATTACHMENT I – DATA USE AGREEMENT