

SUBRECIPIENT AGREEMENT
AGREEMENT NUMBER 124000-5320-71219-20-21

This Subrecipient Agreement ("the Agreement") is hereby entered into by and between Essential Access Health ("Essential Access"), and **County of Tulare**, ("Subrecipient") (individually "the Party" and collectively "the Parties"), to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of Title X grant funds as described herein.

WHEREAS, Essential Access has received Grant 5 FPHPA006470-02 (the "Grant") pursuant to Title X of the Public Health Services Act ("PHS"), CFDA #93.217 (Family Planning Services), awarded by the U.S. Department of Health and Human Services ("DHHS"), Office of Population Affairs ("OPA") for the provision of family planning and related preventive health services to eligible clients in the State of California, commencing April 1, 2020; and

WHEREAS, Essential Access, as the Grant Recipient, is authorized by the DHHS and desires to execute an agreement with Subrecipient to support the provision of Title X services to residents of Subrecipient's geographic area in accordance with all provisions of 42 CFR Part 59 currently in effect or implemented during the period of the Grant; and

WHEREAS, Subrecipient is appropriately licensed and qualified and desires to enter into this Agreement with Essential Access and agrees to deliver the services described herein in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, Essential Access and Subrecipient agree as follows:

ARTICLE I: TYPE OF AGREEMENT

This Agreement is a subaward of federal funds awarded by Essential Access to Subrecipient. It is a cost-reimbursement agreement that will pay Subrecipient for allowable costs as provided for in the applicable cost principles issued by the Office of Management and Budget 2 CFR Part 200 Subpart E and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards 45 CFR Part 75 Subpart E.

ARTICLE II: SCOPE OF WORK

A. Scope of Services.

1. Subrecipient shall, in a manner satisfactory to Essential Access, make available to all individuals in the State of California the services provided under the Title X program ("Clients"), including comprehensive family planning and related preventive health services, except for abortion, and such other services as are reflected in the Scope of Work, attached hereto and incorporated by reference herein as Attachment A. Subrecipient may conduct post-conception services as part of their Title X funded project, as permissible under the regulations (Section 59.14(b) and (c)) that went into effect on July 15, 2019. The Attachment A, Scope of Work is based on services to be provided over the twelve month budget period April 1, 2020 through March 31, 2021, but may be adjusted based on

performance and/or progress made toward the objectives outlined in the Scope of Work.

2. Subrecipient shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in OMB Uniform Guidance at 2 CFR Part 200 and the DHHS regulations at 45 CFR Part 75, as applicable. Such policies and procedures shall be consistent with: (i) Essential Access' Title X grant, as approved by DHHS; (ii) requirements of the Title X statute and implementing regulations, as well as all requirements of all Title X related laws and regulations; (iii) other applicable federal and State laws and regulations, including procurement laws, the OMB Uniform Guidance and Circulars; (iv) DHHS and/or OPA Program Guidance, including the Title X Program Requirements and Quality Family Planning Recommendations (QFP), and (v) Essential Access' policies and procedures applicable to Title X.

B. Program Modification.

1. Subrecipient may make changes to staff and location of its Family Planning services, provided that Subrecipient shall notify Essential Access in writing within ten (10) working days in advance of any such change in key staff or any address change or closure of a Title X clinic site location.

ARTICLE III: FINANCIAL PROVISIONS

A. Amount of Award.

1. In consideration of the services to be delivered by Subrecipient as described in Article II herein, Essential Access shall pay Subrecipient a total amount not to exceed **\$160,000** (the "Title X Award") during the term of this Agreement, provided that funds are available for this purpose under the Grant and Subrecipient is in compliance with all terms and conditions of this Agreement. Subrecipient is only entitled to receive reimbursement for its actual, allowable costs and is not entitled to any payments over and above its actual, allowable cost of operating the Title X program provided for herein, nor any carryover funds at the end of a budget period.
2. All payments of subaward funds authorized under this Agreement are contingent upon the availability and amounts of the Grant funds awarded to Essential Access as the Grant Recipient, including but not limited to funding amounts authorized by any FY appropriations or Continuing Resolutions; and (ii) Essential Access' receipt of Grant funds from DHHS for the applicable budget period. The amount of funding to be provided to Subrecipient under this Agreement may be adjusted to reflect the actual funding that Essential Access receives from DHHS, which may cover budget periods of less than one year, and/or adjusted due to suspension, termination, or relinquishment of the Grant under which this Agreement is made, or a portion thereof, as noted in Article X.

B. Financial Systems.

Subrecipient shall maintain financial systems in accordance with United States Generally Accepted Accounting Principles ("U.S. GAAP") and, as applicable, 2 CFR Part 200 Subpart D, and the DHHS regulations at 45 CFR Part 75 Subpart D.

C. Budget.

1. The approved budget plan and cost allocation methodology statement is attached hereto and incorporated by reference herein as Attachment B: Approved Budget and Cost Allocation Methodology Statement.
2. Subrecipient may make modifications to the budget included in Attachment B, provided that such modification does not require prior approval pursuant to 2 CFR Part 200.308 or 45 CFR Part 75.308, as applicable, and that any request for modification is submitted to Essential Access by March 31, 2021. Approval of a requested modification does not alter or extend the reporting due dates as set forth in Attachment C: Family Planning Services Reporting Requirements, attached hereto and incorporated by reference herein.
3. If Subrecipient has an approved DHHS negotiated indirect cost rate, Subrecipient may use such rate only after it has provided current documentation of the approved rate to Essential Access. If no such rate exists, a de minimis indirect cost rate of 10% may be used as defined in the OMB Uniform Guidance at 2 CFR 200.414.

D. Non-Federal Share.

Pursuant to 42 CFR § 59.7, Subrecipient must provide non-federal matching share in the amount of not less than ten percent (10%) of the Title X Award ("Matching Requirement").

E. Cost Allowability.

1. Subrecipient expressly understands and agrees that the allowability of costs shall be determined in accordance with the OMB Uniform Guidance 2 CFR Subpart E and the DHHS Regulations 45 CFR Subpart E, as applicable. Subrecipient is liable for payment or reimbursement of any costs incurred by Subrecipient under this Agreement that may be disallowed by Essential Access, DHHS, or other appropriate federal officials. As such, Subrecipient shall be obliged to remit to Essential Access any funded amounts which were paid pursuant to this Article III and used to cover disallowed costs. If Subrecipient fails to remit such amounts within thirty (30) days, Essential Access may offset such amount against future funding obligations by Essential Access or take any other action available to it under law to reclaim such amount.
2. Essential Access agrees that, in the event that DHHS disallows any cost incurred by Subrecipient under this Agreement, Essential Access will, at Subrecipient's request and subject to Essential Access' determination that the appeal will not be frivolous and will not be contrary to the best interests of Essential Access, pursue appropriate administrative appeals to DHHS, provided Subrecipient agrees to pay all costs associated with the appeal and will promptly pay into an escrow account such amount as Essential Access deems

appropriate to cover the disallowed costs and appeal costs, including attorney's fees and interest penalties. Subrecipient agrees to cooperate fully with Essential Access in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld by Essential Access until the questions are resolved; however, Essential Access shall issue payment of all otherwise properly documented and allowable costs not in question in accordance with Article III, Section F of this Agreement.

F. Payment.

1. Subrecipient shall furnish Essential Access with reports of its costs by the 25th of the month following the end of each calendar quarter. If the 25th falls on a weekend or holiday, then the report will be due on the next business day.
2. Payment will be made based on Subrecipient's timely submission of financial and performance reports required herein, and approval by Essential Access of such reports. Accordingly, within thirty (30) days of receipt and approval of such report, Essential Access shall reimburse Subrecipient for properly documented and allowable costs under this Agreement. Essential Access will review and approve reports submitted by Subrecipient based on the following criteria:
 - a. Expenditures are in accordance with the approved Title X Award budget;
 - b. The proper authorized indirect cost rate is applied;
 - c. The report contains sufficient detail to identify the cost of items or the performance rendered;
 - d. Staff time is expensed properly in accordance with Attachment B: Approved Budget and Cost Allocation Methodology Statement; and
 - e. Performance and expenditures are in compliance with applicable federal and state laws, regulations and requirements.

Essential Access reserves the right to reject a report submitted by Subrecipient for failure to meet any of the foregoing criteria.

3. This Agreement is subject to the availability of federal grant funds to Essential Access. Essential Access shall promptly notify Subrecipient, in writing, of any modification, payments (including partial payments or reductions in payments), delays, relinquishment, or cancellations of said DHHS grant. The Title X Award may be reduced or cancelled if DHHS reduces the Grant for any reason or if Essential Access no longer receives the Grant from DHHS for any reason.
4. Notwithstanding any other provision of this Agreement, Subrecipient understands and agrees that should Subrecipient fail to expend its Title X Award, Essential Access reserves the right to reallocate the Title X Award to ensure that funds are expended efficiently.

Essential Access shall review the Subrecipient's use of the Title X Award at the beginning of the last quarter of the Term, and upon determination that the Title X Award is not being expended efficiently or will not be expended fully during the Agreement's term, Essential Access may, in its sole discretion, reallocate all or a portion of Subrecipient's Title X Award to another organization. Subrecipient understands and agrees that it may not carry over any non-obligated portion of its Title X Award to the next grant period.

ARTICLE IV: TECHNICAL ASSISTANCE

Essential Access shall provide Subrecipient with support and technical assistance that Essential Access, in its sole discretion, deems necessary and appropriate, regarding Subrecipient's responsibilities set forth in this Agreement. The provision of any technical assistance does not, however, relieve or reduce Subrecipient's responsibility for compliance with any of the terms and conditions of this Agreement or any applicable federal or state laws, regulations or requirements. In addition, Subrecipient shall participate (one administrator and one clinician) in Essential Access' annual Title X Business Meeting to be held in Los Angeles (date to be determined), as well as any other Title X-related trainings, quality assurance initiatives and service enhancements developed by DHHS, OPA, and/or Essential Access, as required by Essential Access.

ARTICLE V: TERM

This Agreement shall be in effect from April 1, 2020 through March 31, 2021, or unless the Agreement is terminated or suspended at an earlier date in accordance with Article X of this Agreement.

ARTICLE VI: GENERAL PROGRAM REPORTING AND OTHER REQUIREMENTS

A. Reporting.

1. Subrecipient shall maintain and furnish to Essential Access financial and programmatic information and reports (in such forms as Essential Access may reasonably prescribe) as required under the OMB Uniform Guidance at 2 CFR Part 200.300 or the DHHS regulations at 45 CFR Part 75.300, as applicable, and set forth herein in Attachment C.
2. Subrecipient shall cooperate with and, as reasonably requested, assist Essential Access in the development and preparation of those portions of the Federal Financial Report ("FFR"), as well as other required reports, which pertain to Subrecipient's activities under this Agreement. Such reports shall be prepared according to the timeframes established by Essential Access and shall be reviewed and revised in accordance with the directives of Essential Access. Such reports shall be approved, signed and submitted to DHHS, or the appropriate authorities, by Essential Access.
3. Notwithstanding Article III, in the event that Subrecipient fails to deliver the required reports at the appropriate times, or otherwise comply with the terms of this Agreement, it is agreed that Essential Access may, upon reasonable notice, suspend reimbursements to Subrecipient until such reports are delivered to and approved by Essential Access or until

Subrecipient fully complies with the terms of this Agreement.

B. Record Keeping and Access.

1. Subrecipient shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement for a period of three (3) years from the date of Essential Access' submission of the annual financial report covering the funds awarded hereunder, or for such other period as may be specifically required by the OMB Guidance at 2 CFR Part 200.333 and the DHHS regulations at 45 CFR Part 75.361, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Subrecipient agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. Records for real property and equipment acquired with Title X funds shall be retained for three (3) years after final disposition.
2. Subrecipient shall make available to Essential Access, DHHS, the Comptroller General, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's facility and to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient shall, upon request, transfer certain records to the custody of Essential Access or DHHS.

C. Monitoring/Oversight/Assessment.

1. Subrecipient agrees to permit Essential Access and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess Subrecipient's compliance with applicable legal and programmatic requirements. If Essential Access identifies and notifies Subrecipient of any instances of Subrecipient non-compliance with the terms of this Agreement, or otherwise in the operation of Subrecipient's Program, Essential Access shall notify Subrecipient of such deficiencies, and may ask for a corrective action plan.

Essential Access, in its sole discretion, may offer to provide technical assistance to Subrecipient in order to correct or eliminate such deficiencies. Additionally, Essential Access shall grant Subrecipient a reasonable time period to correct or eliminate such deficiencies; provided that in no case shall the time allowed exceed six (6) months from the date of notice of the deficiency.

2. Subrecipient agrees to permit Essential Access and DHHS to evaluate, through audit, inspection, onsite review or other means, the quality, appropriateness, and timeliness of services delivered pursuant to this Agreement. Essential Access may, at its discretion, conduct periodic, announced or unannounced monitoring visits to Subrecipient's sites or facilities to ensure program and administrative compliance with Title X goals and the

scope of work under this Agreement, and to ensure compliance with all applicable requirements.

D. Audit.

1. Annually, at the end of each Subrecipient fiscal year, Subrecipient shall have an external audit (the "Audit") performed by an external auditor that meets the generally accepted government auditing standards ("GAGAS"), including of its Title X Award, in accordance with the provisions of OMB Uniform Guidance at 2 CFR Part 200 Subpart F and DHHS Regulations at 45 CFR Part 75 Subpart F for a single audit, if applicable, and U.S. Generally Accepted Accounting Principles ("GAAP").
2. Upon receipt of the report resulting from the Audit, Subrecipient shall submit to Essential Access (and to any other agency, as directed by Essential Access) a copy of such report within thirty (30) days of Subrecipient's receipt of the audit report(s), but no later than nine (9) months after the end of the audit period. In addition, if necessary, Subrecipient shall provide to Essential Access any corrective action plan resulting from the findings of the audit. Essential Access shall review and evaluate the audit results, including Subrecipient's corrective action plan, where such a plan is necessary. Essential Access reserves the right to request additional information regarding Subrecipient's corrective action plan. Subrecipient agrees to promptly implement such corrective action plan, including any recommendations made by Essential Access.

ARTICLE VII: CALIFORNIA STATE BILLING REQUIREMENTS

A. Required Billing Numbers.

Subrecipient must have all National Provider Identification ("NPI") numbers necessary to bill Family Planning Services it will provide pursuant to this Agreement. Subrecipient is required to identify both Medi-Cal and Family PACT eligible patients and bill services for these patients to the Medi-Cal and Family PACT programs, as applicable.

B. Medications Billed to Third Parties.

Funding provided by this contract may not be allocated for any medications that are also billed to a third party or reimbursements.

ARTICLE VIII: CENTRALIZED DATA SYSTEM

A. Essential Access' Data System.

Essential Access maintains a Centralized Data System ("CDS") to collect and securely store data regarding services provided to Title X Clients at clinic sites throughout California. Essential Access shall maintain the CDS, monitor the quality of agency data submission, develop action plans ("CDS Action Plans"), provide data management services, and provide ongoing CDS-related support to Subrecipients.

B. Subrecipient Responsibilities for CDS. Subrecipient is responsible for:

1. Completion of all steps in any CDS Action Plan within a mutually agreed timeframe tailored to the Subrecipient's capabilities and resources. The CDS Action Plan may require the modification of Subrecipient's registration forms, data entry screens, and or billing instruments. The CDS Action Plan may also require modifications to the Subrecipient's payment management system ("PMS") or electronic health records ("EHR") system to identify client visit records ("CVR") of eligible Title X clients and export files in CDS-compatible formats, as well as completing Software Release Forms to enable CDS staff to work directly with agency software vendors, as applicable;
2. Submission by the 25th of the month of CVR export files, including error corrections;
3. Notification within thirty (30) days to Essential Access if the CDS audit report is inconsistent with the export file;
4. Notification within thirty (30) days to Essential Access of the addition, deletion, or modification of any data codes included in the agency's submission;
5. Notification to Essential Access of clinic site closure(s) or changes in key personnel in accordance with Article II, Section B of this Agreement.
6. Manual updates of Semi-Annual Progress Report tables with any aggregate data not submitted through CDS.

**ARTICLE IX: OWNERSHIP OF PROPERTY ACQUIRED
UNDER THIS AGREEMENT**

A. Equipment and Supplies.

1. Subrecipient's purchase, use and disposition of property, equipment and supplies is governed by the OMB Uniform Guidance at 2 CFR Part 200.310 -316 and the DHHS Regulations at 45 CFR Part 75.317 - 323, as applicable, and related DHHS policies.
2. Subrecipient shall maintain adequate property records, as well as effective inventory, control, and maintenance procedures. Subrecipient will be responsible for replacing or repairing equipment for which it is accountable if lost, damaged or destroyed due to negligence on the part of the Subrecipient, or failure to secure appropriate insurance, or noncompliance with property management regulations or instructions of Essential Access or its funding source. For the purposes of this Agreement, "equipment" is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5,000 or more, unless Subrecipient uses a lower limit. Subrecipient shall submit a list with the required elements from OMB Uniform Guidance at CFR Part 200.313 and DHHS Regulations at 45 CFR Part 75.320, as applicable, of all such equipment to Essential Access if requested (the "Equipment Inventory List").
3. Essential Access reserves the right to require transfer of property acquired with funds

awarded under this Agreement as provided in the OMB Uniform Guidance at 2 CFR Part 200.313 and the DHHS Regulations at 45 CFR 75.319.

B. Copyrightable Material.

1. If any copyrightable material is developed in the course of or under this Agreement, Essential Access and DHHS shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, and authorize others to reproduce or publish, or otherwise use such material.
2. Subrecipient must obtain Essential Access prior written approval to copyright any such material or to permit any third party to do so.
3. Recipients also may assert copyright in scientific and technical articles based on data produced under the grant and transfer it to the publisher or others where necessary to effect journal publication or inclusion in proceedings associated with professional activities. Any such transfer is subject to the royalty-free, non-exclusive and irrevocable license to the Federal government and any agreement should note explicitly that the assignment is subject to the government license. Journal or other copyright practices are acceptable unless the copyright policy prevents the recipient from making copies for its own use (as provided in 45 CFR part 75). The recipient should account for royalties and other income earned from a copyrighted work as specified by HHS Operation Divisions.
4. For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:
 - a. “This publication was made possible by Grant Number 5 FPHAPA006470-02 from the U.S. Department of Health and Human Services Public Health Service.” Or
 - b. “The project described was supported by Grant Number 5FPHPA0006470-02 from the U.S. Department of Health and Human Services Public Health Service.”

Recipients also must include a disclaimer stating the following: “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office of Population Affairs, U.S. Public Health Service or HHS.”

5. Essential Access and the funding source reserve the right to conduct its own examination of materials produced under this contract. If, upon examination any materials are deemed inappropriate, Essential Access reserves the right to recall these materials from public distribution.

ARTICLE X: SUSPENSION AND TERMINATION

A. Suspension.

Suspension means any action by Essential Access that temporarily suspends payments under this Agreement. Essential Access may, after providing notice to Subrecipient, suspend this

Agreement for failure to comply with reporting requirements set forth in Article VI for a period not to exceed thirty (30) days, pending corrective action by Subrecipient.

B. Termination Without Cause.

Either Party may terminate this Agreement for any reason by giving the other party at least thirty (30) days' written notice, unless otherwise required herein.

C. Termination by Essential Access.

1. Essential Access may, by giving written notice to Subrecipient specifying the effective date, terminate this Agreement, in whole or in part, for cause. The term "cause" for termination shall include, but not be limited to:
 - a. Failure in any material respect, for any reason, of Subrecipient to fulfill, in a timely and proper manner, its obligations under the Agreement, including non-compliance with the approved Family Planning Services and applicable laws, regulations, policies and procedures, including reporting requirements, provided that Subrecipient shall have thirty (30) days to correct such failure (which period may be extended in the sole discretion of Essential Access) after receiving notice of the failure thereof from Essential Access;
 - b. Submission by Subrecipient to Essential Access of reports that are incorrect or incomplete in any material respect, provided that Subrecipient shall have fifteen (15) days to correct such submission (which period may be extended in the sole discretion of Essential Access) after receiving notice of the defect therein from Essential Access;
 - c. Improper use of Title X-obligated funds, or Essential Access' reasonable belief that the Title X Award paid hereunder has been or will be misappropriated, or used for the purpose of providing abortions, in which case this Agreement shall terminate immediately;
 - d. Suspension, termination, or relinquishment of the Grant under which this Agreement is made, or a portion thereof;
 - e. The occurrence of, or criminal indictment for, any act or omission by Subrecipient that is reasonably determined by Essential Access to be materially detrimental to the reputation, operation or activities of Essential Access;
 - f. The loss of required insurance by Subrecipient;
 - g. The loss or suspension of any license or other authorization to do business that is necessary for Subrecipient to perform services under this Agreement;
 - h. The omission or commission of any act or conduct for which a license or authorization is necessary for Subrecipient to perform its duties under this Agreement

may be revoked or suspended (regardless of whether such suspension or revocation actually occurs);

- i. Any material change in the legal or financial condition of Subrecipient that reasonably indicates that Subrecipient will be unable to perform as required under this Agreement;
- j. The suspension or debarment of Subrecipient; or
- k. The good faith determination by Essential Access that the health, welfare or safety of clients receiving care provided by Subrecipient is jeopardized by the continuation of the Agreement.

D. Termination by Subrecipient.

1. Subrecipient may terminate this Agreement for cause by giving written notice to Essential Access specifying the effective date. The term "cause" for termination shall include, but not be limited to:
 - a. Failure of Essential Access to provide payment in accordance with Article III, provided that Essential Access shall have fifteen (15) days to correct such breach (which period may be extended in the sole discretion of Subrecipient), and provided that all funds provided to Subrecipient pursuant to Article III have been exhausted; or
 - b. Application of special terms and conditions to the Grant by DHHS or Essential Access, with which Subrecipient is unable or unwilling to comply.

E. Termination Procedures.

1. Should this Agreement be terminated before the end of the Term by either party, Subrecipient agrees to comply with the following closeout procedures:
 - a. Subrecipient shall submit all financial, performance and other reports as required by the terms and conditions of the Agreement. At its sole discretion, Essential Access may approve or deny extensions when requested by the Subrecipient.
 - b. Unless an extension is granted, Subrecipient shall liquidate all obligations incurred pursuant to this Agreement no later than ninety (90) calendar days after the funding period or date of completion as specified in the Agreement.
 - c. Essential Access will make payments for allowable costs incurred prior to termination only after all required documentation has been received and approved.
2. In the event of termination of this Agreement, either in whole or in part, all property, finished or unfinished documents, data, studies, and/or reports purchased or prepared by the Subrecipient under this Agreement shall, at the option of Essential Access, become its property or be disposed of and Subrecipient shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of this contract.

Notwithstanding the above, Subrecipient shall not be relieved of liability to Essential Access for damages sustained by Essential Access by virtue of any breach of this Agreement by Subrecipient, and Essential Access may withhold any reimbursement to Subrecipient for the purpose of offset until such time as the exact amount of damages due Essential Access from Subrecipient is agreed upon or otherwise determined.

3. Essential Access, by the rules and regulations set by its funding source, reserves the right to determine ownership of any and all equipment purchased by Subrecipient during the course of this Agreement. Ownership will be determined after Subrecipient has submitted an Equipment Inventory in accordance with Article IX of this Agreement.

ARTICLE XI: RELATIONSHIP; INDEMNIFICATION

A. Relationship of Parties.

1. During the term of this Agreement, Essential Access and Subrecipient shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between or among the Parties other than that of independent entities. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.
2. Subrecipient is an independent contractor and, therefore, is not covered by, or entitled to, any insurance (including Worker's Compensation coverage for Subrecipient's employees) or other benefits maintained by Essential Access for its officers, agents, or employees.

B. Indemnification.

1. Subrecipient hereby agrees to indemnify, defend and hold harmless Essential Access, its affiliates, officers, directors, employees and agents against any and all liability, loss, damages or expenses that Essential Access, its affiliates, officers, directors, employees or agents may hereinafter sustain, incur or be required to pay (including court costs and attorney fees) arising from the acts or omissions of Subrecipient, its officers, employees, agents or representatives in connection with the performance of or failure to perform its obligations under this Agreement, except to the extent caused by or resulting from the negligence or willful misconduct of Essential Access.
2. Essential Access hereby agrees to indemnify, defend and hold harmless Subrecipient, its affiliates, officers, directors, employees and agents against any and all liability, loss, damage or expense that Subrecipient, its affiliates, officers, directors, employees or agents may hereinafter sustain, incur or be required to pay (including court costs and attorneys' fees) arising from the acts or omissions of Essential Access, its officers, employees, agents or representatives in connection with the performance or failure to perform its obligations under this Agreement, except to the extent caused by or resulting from the negligence or willful misconduct of Subrecipient.
3. The obligations of this Section shall survive termination of this Agreement.

XII: DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute or claim arising under this Agreement by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances which may result in fraud, theft or a misappropriation of Title X funds). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussion (not to exceed thirty (30) calendar days), may be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association then in effect. Essential Access and Subrecipient will pay their own attorneys' fees and expert fees and other costs related to prosecuting or defending any dispute but shall share equally the costs and fees associated with the arbitration hearing and the arbitrator or arbitration panel. Judgment on any arbitration award or decision may be entered in any court having jurisdiction.

ARTICLE XIII: INSURANCE

A. Subrecipient Insurance Requirements.

1. Subrecipient agrees to secure and maintain, or cause to be secured and maintained, during the Term of this Agreement and as appropriate, the insurance coverage set forth as follows:
 - a. General Liability: coverage of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability;
 - b. Workers' Compensation: in accordance with applicable law statutorily required amounts;
 - c. Professional Liability: coverage of at least \$1,000,000 per occurrence against professional liabilities for Subrecipient and its employed health care practitioners which may occur as a result of services provided by Subrecipient's health care practitioners; and
 - d. Fidelity: coverage adequate to protect against loss due to employee dishonesty.

B. Additional Insurance Provisions.

1. Essential Access will be named as a co-insured or additional insured on all of Subrecipient's insurance policies showing the above coverage amounts and effective dates.
2. If Subrecipient's professional liability insurance is written in a "claims made", as opposed to an "occurrence" form, Subrecipient agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement.

3. Within ten (10) days after execution of this Agreement, Subrecipient will provide Essential Access with certificates of insurance for the above required coverages. Subrecipient shall promptly provide Essential Access with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. Subrecipient may provide all or a portion of the required coverage through programs of self-insurance as allowed by California law.

ARTICLE XIV: CONFIDENTIALITY

In accordance with prevailing federal and state of California confidentiality statutes, regulations, customs and usage, canons, or code of professional ethics, the Parties (and their employees, agents, and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) collected and maintained in the course of carrying out responsibilities under this Agreement, unless either Party receives prior written authorization to do so from the other Party or as authorized or required by law; provided that, nothing contained herein shall be construed to prohibit Essential Access or DHHS from obtaining, reviewing, and auditing any information, record, data, and data elements to which it is lawfully entitled. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive termination of this Agreement.

ARTICLE XV: CONFLICT OF INTEREST

A. Written Conflict of Interest Policy.

Subrecipient shall maintain a written conflict of interest policy that includes provisions to ensure that no employee, director, officer, or agent shall participate in the administration of the Title X Award if an actual, apparent or potential conflict of interest would be involved. Such a conflict would arise when the employee, consultant, officer or member of Subrecipient's Board of Directors uses his/her position for purposes that are, or give the appearance of being, motivated by the possibility of private gain for himself, herself, or others, such as those with whom they have family, business, or personal ties.

B. Subrecipient Employees.

Subrecipient shall ensure that no employee shall be paid as a staff member and a consultant.

ARTICLE XVI: GOVERNING LAWS

A. Grant-Related Laws, Regulations, and Policies.

This Agreement shall be governed and construed in accordance with applicable federal and state laws, regulations, and policies, including, but not limited to:

1. The Title X Statute (42 U.S.C. § 300 et seq., as amended);

2. The Title X Regulations (42 CFR part 59, as revised on March 4, 2019);
3. The terms and conditions of the Grant, as well as relevant Program Guidelines and Program Instructions issued by DHHS and OPA;
4. The Transparency Act (2 CFR Part 170);
5. 2 CFR Part 200 or 45 CFR Part 75 (DHHS Grants Administration regulations), as applicable;
6. The Consolidated Appropriations Act, 2020 imposes the following statutory provisions which limit the use of funds on this Office of the Assistant Secretary for Health (OASH) grant or cooperative agreement during the current budget period.
 - a. Restrictions on Distribution of Sterile Needles (Section 523) - "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."
 - b. Salary Limitation (Section 203) - "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." Effective January 5, 2020, the Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. That amount is \$197,300, (but typically increases annually). For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.
 - c. Anti-Lobbying (Section 503) –
 - i. "No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislations before the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - ii. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations,

regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by any agency or office of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- iii. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."
- d. Gun Control (Section 218) - "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

7. Reporting of Total Compensation of Executives

- a. Applicability and what to report. Unless you are exempt as provided in Article XVI, subsection 7.c, you shall report the names and total compensation of each of your five most highly compensated executives for the preceding fiscal year if -
 - i. In the preceding fiscal year you received-80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
- b. Where and when to report. You must report executive total compensation described in Article XVI, subsection 7.a.:
 - i. To Essential Access
 - ii. By the end of the month following the month during which you receive the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e. between October 1 and 31), you must report any required compensation information by November 30 of that year.

c. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Subawards, and
- iii. The total compensation of the five most highly compensated executives.

B. Compliance with other Applicable Law.

In connection with the provision of services pursuant to this Agreement, Subrecipient agrees:

1. To comply with the Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination. Consistent with the foregoing, Subrecipient agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60);
2. If this Agreement is for more than \$150,000, to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended;
3. If this Agreement is for more than \$100,000, to comply with the Sections 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.), as amended; and
4. To make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with any subcontracted work performed hereunder, whenever possible.

C. Compliance with State and Local Laws.

Subrecipient shall comply with all applicable laws, ordinances, and codes of the state of California and local governments in the performance of the Agreement, including all licensing standards and all applicable professional standards.

ARTICLE XVII: CERTIFICATIONS AND ACKNOWLEDGEMENTS

A. Certifications.

Subrecipient hereby certifies:

1. That neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in Medicare, Medicaid or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations;
2. That it has not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an employee of a member of Congress in connection with

obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1342, and that it will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal contract, grant, or other award;

3. That its employees providing Title X Family Planning Services shall not be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest, and that it will comply with all federal anti- trafficking laws, including the Trafficking Victims Protection Act of 2000 (Pub. L. 106- 586), as amended, and 22 U.S.C. § 7104;
4. That it will encourage family participation in the decision of minors to seek Family Planning Services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;
5. That no Title X Award funds shall be used to perform abortions or to supplant any funds used to perform abortions;
6. That it will comply with the 2020 Title X Program Special Terms and Requirements as set forth in Attachment D, attached by reference to this Agreement and incorporated by reference herein and;
7. That it does not, and will not, during the term of this Agreement, advertise, advocate, or promote abortion as a method of family planning, or receive any fee or any other consideration as payment for referrals for abortion services.

B. Acknowledgments.

Subrecipient hereby acknowledges:

1. That any violation of certifications five (5), six (6), and/or seven (7) of this Article's Section A above will result in immediate termination of this Agreement by Essential Access; and
2. That this Agreement is nonexclusive in nature, and Essential Access retains the authority to contract with other parties for the delivery of Family Planning Services in Subrecipient's geographic area.

ARTICLE XVIII: NOTICES

All notices required to be given under this Agreement shall be in writing, and delivered in person or sent by facsimile, overnight courier or certified mail, return receipt requested, postage prepaid, or electronic mail to the following addresses:

Essential Access: Essential Access Health
 Attn: Richard Reetz
 P.O. Box 70189
 3600 Wilshire Blvd., Suite 600 Los Angeles, CA 90010
 rreetz@essentialaccess.org

Subrecipient: Stacy Chastain
Deputy Director, Public Health Operations
County of Tulare
5957 S. Mooney Boulevard
Visalia, CA 93277
Schastain@tularehhsa.org

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Parties hereto in writing and in the manner hereinafter set forth.

ARTICLE XIX: MISCELLANEOUS

A. Severability.

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality or unenforceability of said provision does not materially change the obligations of the Parties under this Agreement. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

B. Third Party Beneficiaries.

This Agreement was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

C. Assignment.

The rights, obligations and responsibilities established herein shall not be assigned, subcontracted, or transferred by either Party without the express prior written consent of the other Party.

D. Entire Agreement.

This Agreement represents the complete understanding of the Parties with regard to the subject matter. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party or employed for interpretation purposes in any dispute involving this Agreement.

E. Amendments.

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment.

F. Headings and Construction.

All headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

G. Waiver.

Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligations described therein. The waiver of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement. The parties hereby agree that if this transaction will be consummated by electronic means, an electronic signature shall be considered an original wet ink signature for all purposes:

Essential Access Health

County of Tulare

By: _____

By: _____

Print: L. Michelle McDonald

Print Name: Pete Vander Poel

Title: Chief Financial Officer

Title: Chairman of the Board of Supervisors

Date: _____

Date: _____

Federal Tax ID # 94-6000545

Nine Digit DUNS # 071861884

DUNS Registered Name: County of Tulare

Statement of Work (SOW)

Administrative Goal

Administrative Goal:		Strengthen the overall quality of the Family Planning Program and its ability to meet the needs of the community.		
Objective 1:		Implement or maintain a review process of all agency functions, in order to ensure high quality Family Planning services and compliance with all Title X Guidelines by March 31, 2021, as evidenced by completion of activities 1.A through 1.K.		
Number	Activity	# of Clients	Job Title	Evaluation
1. A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance.		Supervising Nurse, Staff Services Analyst, Quality Assurance Nurse,	Policies and procedures maintained and reviewed at program evaluations. Desk audits determined by Essential Access Health staff.
1. B	Review Family Planning Program policies and procedures on an annual basis. Policies and procedures must include training for clinical, program, and other designated staff on mandatory reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, and human trafficking per OPA Program Requirements. Assure compliance with state laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence and human trafficking.		Supervising Nurse, Quality Assurance Nurse	Meeting minutes maintained and reviewed at program evaluations and desk audits. Policies and procedures are maintained that reflect state law for mandatory reporting. Family planning staff participate in mandated reporting training on an annual basis; training is documented. Policies, procedures and training documentation are reviewed at program evaluations.
1. C	Demonstrate that Title X activities are separate and clearly distinct from non-Title X activities, ensuring that abortion is not a method of family planning for this grant. Providers of abortion services will provide Title X family planning services in accordance with the Essential Access Health Separation of Family Planning and Abortion Services Policy.		Supervising Nurse, Quality Assurance Nurse	Policies and procedures are maintained that reflect separation of activities such that no Title X funds are used in programs where abortion is a method of family planning. Policies and procedures are reviewed at program evaluations.
1. D	Obtain annual systematic client feedback through client satisfaction surveys inclusive of all sites.		Staff Services Analyst	Client satisfaction surveys conducted, summarized and acted upon. Reviewed at program evaluations and desk audits.
1. E	Maintain and update a community needs assessment inclusive of the Family Planning Program on a periodic basis (at least once every 5 years) to define agency's role in the community.		Staff Services Analyst	Community needs assessment inclusive of the Family Planning Program maintained. CNA is reviewed at program evaluations.

Statement of Work (SOW)

1. F	The Title X Family Planning Program is implemented with input from individuals representative of served community and knowledgeable of community needs.		Staff Services Analyst, Clinic Manager	Community participation meeting minutes reflect community representation and is reviewed at program evaluations and desk audits.
1. G	Maintain and update current clinical and client education protocols which include but are not limited to: family planning services, reproductive life planning, primary care services, disability, domestic violence, emergency care, pregnancy counseling and testing, birth control methods, STI/HIV and flu vaccinations.		Supervising Nurse, Quality Assurance Nurse	Protocols maintained and staff updates are reviewed at program evaluations and desk audits.
1. H	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance using/abusing.		Supervising Nurse, Quality Assurance Nurse	Protocols and referral policies maintained. Reviewed during program evaluations.
1. I	Maintain a Continuous Quality Improvement (CQI) System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of comprehensive family planning services and appropriate education and counseling services are being provided at all Title X sites. Essential Access Health Performance Measure.		Supervising Nurse, Quality Assurance Nurse	Minutes of the Continuous Quality Improvement (CQI) medical team maintained. CQI is reviewed at program evaluations and desk audits.
1. J	Provide family planning data through the Centralized Data System (CDS) for the purpose of contract reporting and performance measurement. Implement, monitor and improve OPA performance metrics and FPAR data collection to ensure continuous quality improvement.		Staff Services Analyst	Centralized Data System (CDS) data submitted per the contract and/or agency action plan. Data collection and tracking system are implemented with regular review from quality assurance team. FPAR data is submitted as required and OPA benchmarks are monitored. Data exports and quality assurance meeting minutes are reviewed at program evaluations.
1. K	Ensure family planning program operates on a voluntary basis and services are provided in a non-coercive manner.		Supervising Nurse, Quality Assurance Nurse	Policies and procedures are maintained that reflect the voluntary nature of the family planning program. Family planning staff participate in a voluntary participation/non-coercion training at least once per project period; training is documented. Policies, procedures and training documentation are reviewed at program evaluations.

Statement of Work (SOW)

Clinical Goal

Clinical Goal:		Provide comprehensive family planning health services to Title X clients of reproductive age to plan and space their pregnancies.		
Objective 1:		Provide Family Planning education and medical services to individuals by March 31, 2021, as evidenced by completion of activities 1.A through 1.J.		
Number	Activity	# of Clients	Job Title	Evaluation
1. A	Document and report the poverty status of family planning clients.	781	EHR Specialist	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. B	Provide family planning education, medical services and FDA approved family planning methods, either on site or by referral for female clients. Essential Access Health Performance Measure.	600	Medical Assistant, Public Health Nurse, Health Education Assitant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. C	Provide family planning education, medical services and FDA approved family planning methods, either on site or by referral for male clients. Essential Access Health Performance Measure.	181	Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. D	Provide a Chlamydia test to at least 80% of women less than or equal to 25 years of age within a 12 month period. Essential Access Health Performance Measure.		Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation.		Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1.F	The agency must attempt to notify all clients with positive STD/HIV tests within 72 hours of receiving lab results. Upon notification, counsel client regarding follow up and treatment.		Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.
1.G	All clients with an abnormal finding on their Pap smear should be followed for further evaluation. Essential Access Health Performance Measure.		Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.
1.H	Incorporate routine opt-out HIV screening for all clients and testing for high risk clients in accordance with 2015 CDC HIV guidelines. Essential Access Health Performance Measure.		Medical Assistant, Public Health Nurse, Health Education Assistant	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.

Statement of Work (SOW)

1. I	Assure the family planning program offers, at a minimum, Core Family Planning services to include: sexual health assessment, reproductive life planning, infertility services, services for adolescents, a broad range of family planning methods (to include natural family planning and pregnancy testing/counseling), health screenings (to include STD, cancer, and preventive health screenings), health information/education/counseling, and testing/referral services as indicated.		Quality Assurance Nurse, Supervising Nurse, Clinic Manager	As documented in the Semi-Annual Progress Report (SPR) or with sample data verified via chart audits at agency visits.
1. J	Promote provision of comprehensive primary care services to enable clients to receive both primary care and family planning services at the same location or through nearby referral providers.		Quality Assurance Nurse, Supervising Nurse, Clinic Manager	Protocols and referral policies maintained. Reviewed during agency visits.

Objective 2: Provide family planning education and medical services to high-risk, hard-to-reach populations by March 31, 2021, as evidenced by completion of activity 2.A.

Number	Activity	# of Clients	Job Title	Evaluation
2. A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. In addition to Males, Adolescents, and Individuals with Limited English Proficiency (LEP), please select one or more <i>additional</i> high risk populations that will be served:		Licensed Vocation Nurse, Health Education Assistant, Public Health Nurse	As documented in Semi-Annual Progress Report (SPR) and reviewed at program evaluations.
	Homeless Individuals	0		
	Substance-Using/Abusing Individuals	0		
	Individuals with Disabilities	0		
	Migrant Workers	45		
	Individuals with Limited English Proficiency (LEP)	140		
	Males	181		
	Adolescents (17 & under)	65		
	TOTAL Clients Served	431		

Statement of Work (SOW)

Reproductive Life Plan

Reproductive Life Plan:		To assist family planning clients to take steps toward becoming fully healthy individuals by initiating reproductive life planning discussions and providing preconception / inter-conception care, when indicated, through March 31, 2021.		
Objective 1:		Provide preconception/inter-conception care and reproductive life planning/family planning services to Title X comprehensive exam patients through March 31, 2021 as evidenced by completion of activity 1.A through 1.C.		
Number	Activity	# of Clients	Job Title	Evaluation
1. A	Obtain reproductive life plans on patients presenting for family planning services and provide pre-conception counseling to women planning pregnancy, open to pregnancy or using less effective family planning methods; in particular for women with chronic medical conditions that may affect pregnancy outcomes such as obesity, diabetes, hypertension and seizure disorders, and encourage use of folic acid.		Quality Assurance Nurse	Document reproductive life plan counseling in client charts through 3/31/2021.
1. B	Assure activities that promote positive family relationships for the purpose of increasing family participation in family planning and healthy decision making.		Quality Assurance Nurse, Supervising Nurse	Verified through chart review conducted during agency visits.
1. C	Provide education and counseling that prioritize optimal health and life outcomes for every individual and couple; contextualize Title X services within a model that promotes optimal health outcomes for clients.		Public Health Nurse	Verified through chart review conducted during agency visits.

Adolescent Services Goal

Adolescent Services Goal:		Provide comprehensive clinical and counseling services to adolescents.		
Objective 1:		Provide adolescent-specific counseling to all adolescent clients seeking Family Planning services by March 31, 2021, as evidenced by completion of activities 1.A through 1.D.		
Number	Activity	# of Clients	Job Title	Evaluation
1. A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.		Licensed Vocational Nurse, Supervising Nurse, Quality Assurance Nurse	Documentation of counseling maintained in charts. Reviewed at program evaluations.
1. B	Encourage participation of families, parents, and/or legal guardians in the decision of minors to seek family planning services; and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.		Quality Assurance Nurse	Protocols maintained and staff updates reviewed. Chart audits performed at program evaluations.

Statement of Work (SOW)

1. C	Report child and sexual abuse as required by state law.		Licensed Vocational Nurse, Supervising Nurse, Public Health Nurse, Clinic Manager, Quality Assurance Nurse, EHR Specialist	Protocols maintained and staff updates reviewed annually. Chart audits performed at program evaluations.
1. D	Communicate to adolescents the social science research and practical application of topics relating to: healthy relationships, delaying sexual debut, the benefits of avoiding sexual risk/returning to a sexually risk-free status. Activities for adolescents do not normalize sexual risk behaviors.		Licensed Vocational Nurse, Public Health Nurse	Protocols maintained and reviewed. Chart audits performed at program evaluations.

Community Education Goal

Community Education Goal: Increase the community's knowledge and access to family planning services offered by the Agency.

Objective 1: Conduct marketing, community outreach and education to potential Title X clients by March 31, 2021, as evidenced by completion of activities 1.A through 1.G.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Maintain and implement a Community Education and Outreach Plan that increases community knowledge of reproductive health and family planning services to the community. Activities include: general outreach, partnership activities and mass marketing (Exhibit B).	8600	Licensed Vocational Nurse, Supervising Nurse, Public Health Nurse, Staff Services Analyst	Community Education and Outreach Plan maintained, updated, and reviewed at program evaluations and desk audits.
1. B	Provide general outreach to individuals as stated in the Community Education and Outreach Plan (Exhibit B, Section I).	1700	Licensed Vocational Nurse, Supervising Nurse,	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. C	Provide education and outreach to individuals at partnership agencies as stated in the Community and Education and Outreach Plan (Data will be automatically populated from information entered in Exhibit B, Section II).	900	Licensed Vocational Nurse, Supervising Nurse,	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. D	Conduct mass marketing activities as stated in the Community Education and Outreach Plan (Exhibit B, Section III).	6000	Staff Services Analyst	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. E	An Advisory Committee of 5-9 members representative of the populations to be served will review and approve new educational materials developed and made available by the agency on an annual basis.		Licensed Vocational Nurse, Supervising Nurse,	Advisory Committee meeting minutes and materials review maintained and reviewed at program evaluation.

Statement of Work (SOW)

1. F	Cooperation with community-based and faith-based organizations to serve to meet the unique needs of the local community.		Licensed Vocational Nurse, Supervising Nurse,	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. G	Meaningful collaboration with documented partners to demonstrate a seamless continuum of care for clients.		Public Health Nurse	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.

Financial Management Goal

Financial Management Goal:	Improve and maintain the Agency's financial systems to ensure contract compliance.
Objective 1:	Agency will maintain a Family Planning Program that is in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1.A through 1.E.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Develop a line item budget for the period of April 1, 2020 to March 31, 2021 and submit modifications as necessary during designated periods.		Staff Services Analyst/Admin Spec	Line item budget by site and necessary modifications submitted.
1. B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR) and include the following: budgetary control procedures, accounting systems and reports, purchasing, inventory control, property management, charges, billing and collection procedures.		Staff Services Analyst/Admin Spec	Financial management systems maintained in compliance and reviewed at program evaluations.
1. C	Develop and properly implement a sliding fee scale on an annual basis to reflect the current federal poverty guidelines.		Staff Services Analyst/Admin Spec, EHR Specialist	Sliding fee scale developed, implemented and reviewed at program evaluations.
1. D	Complete all financial reporting requirements as detailed by the contract.		Staff Services Analyst/Admin Spec	All financial reports submitted on time as required.
1. E	Develop a general ledger report (GLR).		Staff Services Analyst/Admin Spec	All financial reports submitted on time as required and reviewed quarterly.

Community Education and Outreach Partnering Plan for Family Planning

Total number of general outreach activities(Section I): **1,700**

Total Number of partnering activities(Section II): **900**

Total number of mass marketing activities (Section III): **6,000**

Total Number of individuals reached in Community and Education Outreach Partnering Plan: **8,600**

Section 1: General Outreach

of individuals reached: **1700**

Type of Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
<input checked="" type="checkbox"/> Community Group	<input checked="" type="checkbox"/> Homeless individuals	Abstinence	<input checked="" type="checkbox"/> Sign-in sheets maintained and compared to projected numbers
Middle or High School			
Community College or University	Substance using individuals	<input checked="" type="checkbox"/> STDs/HIV	Pre and post tests to assess changes in knowledge
Faith-based organization			
<input checked="" type="checkbox"/> Social Service Agency	Individuals with disabilities	Family planning and contraceptive methods	Post presentation participant evaluations
<input checked="" type="checkbox"/> WIC Center			
Migrant Camp or Services Organization	<input checked="" type="checkbox"/> Individuals with limited English proficiency	Life Skills	Assessment of number of people who visit clinic as a result of outreach
Detention/Incarceration Center			
Job Training Center/Program		<input checked="" type="checkbox"/> Services provided/making appointments	<input checked="" type="checkbox"/> Regular meetings with outreach venue organization to discuss progress and challenges
Parenting Program	<input checked="" type="checkbox"/> Migrant workers		
<input checked="" type="checkbox"/> Business or Workplace		<input checked="" type="checkbox"/> Flu Vaccination	Other(specify)
Homeless Shelter			
Substance Abuse Treatment /Recovery Center	Males	Reproductive Life Plan (RLP)	
Women's Shelters			
<input checked="" type="checkbox"/> Other (Specify)	Adolescents	Other (Specify)	
Farmworkers Conference			

Section 2: Partnering Plan Name: Women, Infant, Children (WIC) Agency

of individuals reached: 900

Type of Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
Community Group	Homeless individuals	Abstinence	Sign-in sheets maintained and compared to projected numbers
Middle or High School			
Community College or University	Substance using individuals	<input checked="" type="checkbox"/> STDs/HIV	Pre and post tests to assess changes in knowledge
Faith-based organization			
Social Service Agency	Individuals with disabilities	<input checked="" type="checkbox"/> Family planning and contraceptive methods	Post presentation participant evaluations
<input checked="" type="checkbox"/> WIC Center			
Migrant Camp or Services Organization	<input checked="" type="checkbox"/> Individuals with limited English proficiency	Life Skills	Assessment of number of people who visit clinic as a result of outreach
Detention/Incarceration Center			
Job Training Center/Program		<input checked="" type="checkbox"/> Services provided/making appointments	<input checked="" type="checkbox"/> Regular meetings with outreach venue organization to discuss progress and challenges
Parenting Program	<input checked="" type="checkbox"/> Migrant workers		
Business or Workplace		<input checked="" type="checkbox"/> Flu Vaccination	Other(specify)
Homeless Shelter			
Substance Abuse Treatment /Recovery Center	Males	Reproductive Life Plan (RLP)	
Women's Shelters			
Other (Specify)	<input checked="" type="checkbox"/> Adolescents	Other (Specify)	

Mass Marketing	# of Individual Reached	Method of Evaluating Success
<input checked="" type="checkbox"/> Health Fairs	Print Media	<input checked="" type="checkbox"/> Distribution of Educational Materials
Street Outreach	Internet Websites	Sign in Sheets
Concerts	Community Events	<input checked="" type="checkbox"/> Estimated Audiences
Radio	Twitter	
TV	Facebook	

List all approved Title X-funded family planning program service sites.

Site Number: 124001

Site Name & Address: Visalia Health Care Center 2611 N Dinuba Blvd , Visalia CA 93291 Tulare

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours		Projected Users in 2020- 2021	NPI Number
			Days	Office Hours		
93212, 93219, 93221, 93223, 93227, 93230, 93235, 93247, 93256, 93258, 93261, 93270, 93274, 93277, 93286, 93291, 93292, 93615, 93618, 93647, 93654, 936704, 93727, 92505	<input type="checkbox"/> Rural <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input checked="" type="checkbox"/> Health Education (in House)	Mon: 8:00am - 7:00pm Tue: 8:00am - 7:00pm Wed: 8:00am - 7:00pm Thu: 8:00am - 7:00pm Fri: 8:00am - 7:00pm Sat: 8:00am - 12:00pm Sun: Close		700	1457385163

Site Number: 124002

Site Name & Address: Farmersville Health Care Center 660 E. Visalia Rd. , Farmersville CA 93223 Tulare

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours		Projected Users in 2020- 2021	NPI Number
			Days	Office Hours		
93212, 93219, 93221, 93223, 93227, 93230, 93235, 93247, 93256, 93258, 93261, 93270, 93274, 93277, 93286, 93291, 93292, 93615, 93618, 93647, 93654, 936704, 93727, 92505	<input checked="" type="checkbox"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input checked="" type="checkbox"/> Health Education (in House)	Mon: 8:00am - 5:00pm Tue: 8:00am - 5:00pm Wed: 8:00am - 8:00am Thu: 8:00am - 5:00pm Fri: 8:00am - 5:00pm Sat: Close Sun: Close		80	1801831227

Site Number: 124003

Site Name & Address: Public Health Annex 1150 S K St. , Tulare CA 93274 Tulare

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours		Projected Users in 2020- 2021	NPI Number
			Days	Office Hours		
93274, 93286, 93277, 93291, 93247, 93257, 93618	<input checked="" type="checkbox"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Suburban	<input type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input type="checkbox"/> Health Education (in House)	Mon: 8:30am - 3:30pm Tue: 8:30am - 3:30pm Wed: 8:30am - 3:30pm Thu: 8:30am - 3:30pm Fri: 8:00am - 12:00pm Sat: Close Sun: Close		1	1730543091

Family Planning Services			
Budget Summary			
Agency Name: Tulare County Health & Human Services			Agency Number: 124000
Budget Period: Start Date: 4/1/2020 Ending Date: 3/31/2021			
Budget Category	Total Amount Required	Source of Funds	
		Applicant and Other	Title X Allocation
Personnel Service			
Physician	23,991	23,991	0
Mid-Level Practitioners	14,257	14,257	0
Other Health Personnel	0	0	0
Ancillary Personnel	144,685	84,652	60,033
Administration Staff	48,614	33,008	15,606
Fringe Benefits	104,196	70,158	34,038
Fringe Benefits Adjustments	0	0	0
Total Personnel Service	335,743	226,066	109,677
Patient Care			
Clinical Services	0	0	0
Laboratory Services	25,000	25,000	0
Total Patient Care	25,000	25,000	0
Equipment			
Equipment	0	0	0
Total Equipment	0	0	0
Other Costs			
Consultant	0	0	0
Medical Supplies	25,022	10,500	14,522
Office Supplies	12,600	8,000	4,600
Duplication & Printing	3,500	3,500	0
Health Education Supplies	2,500	0	2,500
Utilities & Communication	0	0	0
Travel Expense	4,000	0	4,000
Lease/Rental Expense	0	0	0
Other Expense	80,750	71,500	9,250
Approved Indirect Cost	47,299	31,848	15,451
Total Other Costs	175,671	125,348	50,323
Total Budget	536,414	376,414	160,000
Approved Title X Allocation			160,000

Family Planning Services	
Summary of Applicant and Other	
Agency Number: 124000	
Agency Name: Tulare County Health & Human Services	
Revenue Category	Total Amount
Applicant Funds	
General Funds (Agency Fund)	92,899
Donations (Cash or In-kind)	0
Total for Applicant Funds	92,899
Family PACT Fee	
Family PACT Fee For Service	63,079
Total for Family PACT Fee	63,079
Medi-CAL	
Medi-CAL	175,266
Medicare	14,317
Total for Medi-CAL	189,583
Other Federal Grants	
Medicaid	0
Medicare (Title XVIII)	0
MCH Block Grant (Title V)	0
Bureau of Primary Health Care (330 Grant)	0
Total for Other Federal Grants	0
State Government Grants	
None	0
Total for State Government Grants	0
Local Government Grants	
None	0
Total for Local Government Grants	0
Private Grants	
None	0
Total for Private Grants	0
Third Party Payers	
Patient Fees	5,000
Private Health Insurance	25,853
Total for Third Party Payers	30,853
Total Applicant and Other Sources of Revenue	376,414

Cost Allocation Methodology Policy Statement**1. Please enter the following for your Cost Allocation:**

- i. Current calculation figures on how each line item budget was determined (Methodology provided will be tested against your application budget).
- ii. Current Indirect Cost calculation and rate; Copy of approved indirect cost rate agreement must be submitted if available.

Expenses under applicant and other are determined based on projected lab costs, medications, supplies, trainings and staff time towards family planning in County FY 19/20. Revenue is based on estimated program revenue based on tickets, we are not projecting an increase in revenue due to decreased services at our health care center in COVID-19 response. This 3% was also applied to IT/ADP since those costs are associated with FTE in other departments.

Ancillary-

2 LVN has been budgeted at 50% FTE to contribute time to outreach events and to conduct outreach with community partners about family planning.

A QA Nurse has been budgeted at 10% to conduct chart reviews based on Title X requirements.

A supervising nurse has been budgeted are budgeted at 6% to conduct Title X administration activities and oversight of the other aforementioned Other Health Personnel.

A health educator assistant is budgeted at 20% to provide outreach for family planning services.

Administrative-

Clinic Manager has been budgeted at 5% to conduct Title X administration activities, coordinate health center personnel in outreach events,

Administrative Specialist has been budgeted at 10% to conduct Title X administration activities, coordinate with community partners, monitor Title X spending, Title X reporting, and facilitating communication across departments (Billing, Public Health, Clinic, Essential Access, and Community partners) as needed.

EHR Specialist has been budgeted at 5% to conduct Title X reporting, coordinate with Essential Access for reporting and trouble shooting.

Medical Supplies-\$14,522- \$9,022 for condoms for patients and condom dispensers throughout the community \$3,500 for lubrication for outreach, and \$2,000 for dental dams for outreach.

Office Supplies-The cost of three ipads is included (\$1500) is included for clinical use to show videos to demonstrate condom usage for male patients who may not feel comfortable with female providers. \$600 is budgeted for Cellular Service for Ipad/MiFi device to be used at Farmersville. \$2000 is budgeted for expendable office supplies. \$500 is budgeted for paper and ink

Health Education-

\$2,500 for pamphlets to provide to patients and during community outreach.

Travel-\$4,000 has been budgeted in travel. \$3000 for Hotel costs to state business meeting. Per diem has been budgeted at \$1000 for all training initiatives related to Title X.

Other Costs-

IT/ADP- \$4750 budgeted IT and ADP direct program charges from other County departments to facilitate IT/ADP needs of Title X programs.

Trainings- (\$4500) \$1600 for Essential Access conference and trainings to keep health center staff up to date on changes for health care centers and how to improve our services, \$2900 340B Winter Conference to ensure compliance.

- ii. Indirect Cost Rate – 13.618% as approved by the California Department of Public Health for fiscal year 19/20 and at 14.245% effective for fiscal year 20/21.

2. Please Describe and justify any out-of-state travel

There is no out of state travel costs included in this budget.

3.Does your agency provide abortions at any of your sites?

TAB **No** MAB **No**

FAMILY PLANNING SERVICES REPORTING REQUIREMENTS:

The Contractor shall submit the following required reports in compliance with the dates and conditions specified below. Essential Access will provide instruction when procedures for the proper completion if these reports change.

REPORT TITLE	FREQUENCY OF SUBMISSION	DUE DATE
Family Planning Services Semi-Annual Progress Report (by County) Submitted electronically at https://extranetportal.essentialaccess.org	Semi-Annually	For April 1, 2020 through June 30, 2020 DUE: July 25, 2020 and combined with data submitted for the period January 1, 2020 through March 31, 2020 For July 1, 2020 through December 31, 2020 Due: January 25, 2021 For January 1, 2021 through March 31 of 2021 To be combined with future funding period of April, May and June of 2021 and then DUE July 25, 2021 Instructions will be issued if this changes
Statement of Revenue and Expenditure Report (includes submission of General Ledger backup of Title X expenditures only) Submitted electronically at https://extranetportal.essentialaccess.org	Quarterly	25th of the month following the period reported. For April 1, 2020 through June 30, 2020 Due: July 25, 2020 For July 1, 2020 through September 30, 2020 Due: October 25, 2020 For October 1, 2020 through December 31, 2020 Due: January 25, 2021 For January 1, 2021 through March 31, 2021 Due April 25, 2021
Annual External Audit and A-133 Audit if applicable Submitted to the Finance Division	Annually	30 days after completion of audit but no later than nine months after the end of the accounting period under audit.
Centralized Data System (CDS) submission Submitted electronically at www.essentialaccess.org	Monthly	25th of the month following the period reported
Special Reports, surveys and questionnaires as may be requested by Essential Access or its funding source	Specified Date	Specified Date
Performance Measures Assessment and as needed, Corrective Action Plan Creation	Annually	To Be Determined
Corrective Action Plan Completion as required	Annually	To Be Determined

Special Terms and Requirements

This award includes:

1. 340B Program Participation. Subrecipient(s) that enroll in the 340B Program must comply with all 340B Program requirements and may be subject to audit at any time regarding 340B Program compliance. 340B Program requirements are available at <http://www.hrsa.gov/opa/programrequirements/>.
2. Evaluation Cooperation. The Subrecipient must cooperate with OPA program evaluations.
3. Lobbying Restrictions. In addition to the longstanding prohibitions on lobbying described in the Funding Opportunity Announcement (PA-FPH-19-001), the 2019 Title X Final Rule at 42 C.F.R. §59.16 prohibits activities that encourage, promote, or advocate for abortion as a method of family planning. This regulation specifically prohibits the use of Title X funds for a variety of lobbying and advocacy activities, including:
 - (1) A Title X project may not encourage, promote or advocate abortion as a method of family planning. This restriction prohibits actions in the funded project that assist women to obtain abortions for family planning purposes or to increase the availability or accessibility of abortion for family planning purposes.
 - (2) Prohibited actions include the use of Title X project funds for the following:
 - i. Lobbying for the passage of legislation to increase in any way the availability of abortion as a method of family planning;
 - ii. Providing speakers or educators who promote the use of abortion as a method of family planning;
 - iii. Attending events or conferences during which Subrecipient engages in lobbying;
 - iv. Paying dues to any group that, as a more than insignificant part of its activities, advocates abortion as a method of family planning and does not separately collect and segregate funds used for lobbying purposes;
 - v. Using legal action to make abortion available in any way as a method of family planning; and
 - vi. Developing or disseminating in any way materials (including printed matter, audiovisual materials and web-based materials) advocating abortion as a method of family planning.

The regulation provides several examples of activities that violate and do not violate this prohibition at 42 C.F.R. § 59.16(b)(1)-(8).

Assurance of Compliance

Agency Number: 124000

Agency Name: Tulare County Health & Human Services

A. Assurance of Compliance by Agency

This exhibit certifies that the applicant will comply with all Title X Regulations. Applicant must submit the completed form with original signature.

Tulare County Health & Human Services assures that it will:

- 1. 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.
- 2. Provide services in a manner which protects the dignity of the individual.
- 3. Provide services without regard to religion, race, color, national origin, disability condition, age, sex, number of pregnancies, or marital status.
- 4. Not provide abortions as a method of family planning.
- 5. Provide that priority in the provision of services will be given to persons from low income families.
- 6. Protect all personal health information as per the HIPAA guidelines.

Tulare County Health & Human Services certifies that it will:

- 7. Encourage family participation in the decision of the minor seeking family planning services.
- 8. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.
- 9. Comply with Title X regulations consistently at all sites included in the program.

Original Signature: _____

Name: **Pete Vander Poel**
 Title: **Chairman of the Board**
 Date: _____

Approve As To Form:
County Counsel

By: Allison K. Pierce 06/23/2020
Deputy

Matter No: 2020688