

**SUBRECIPIENT AGREEMENT**  
**AGREEMENT NUMBER 9903-5320-71209-19-20**

This Subrecipient Agreement, also known as the Subaward Agreement ("the Agreement") is hereby entered into by and between Essential Access Health ("Essential Access"), and Nevada County Health Department, ("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 1 FPHPA006470-01 (the "Grant") pursuant to Title X of the Public Health Services Act ("PHS"), CFDA #93.217 (Family Planning Services) dated March 26, 2019, awarded by the U.S. Department of Health and Human Services ("DHHS"), Office of Populations Affairs ("OPA") for the provision of family planning and related preventive health services to eligible clients in the State of California and expects the Grant to Continue over the coming years; 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; and 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 45 CFR Part 75 Subpart E in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance") at 2 CFR Part 200, Subpart E; the DHHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (the "DHHS regulations"), set forth at 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, will be

submitted on-line at Essential Access' Extranet (<https://extranetportal.essentialaccess.org/>). Once the Scope of Work is reviewed and approved it will serve as the official Scope of Work for this agreement and a copy will be incorporated into a forthcoming amendment.

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) that were issued on April 25, 2014; and (v) Essential Access' policies and procedures applicable to Title X.

B. Program Modification.

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 **\$100,000** (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 (i) 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. In the event that Essential Access receives less or no Grant funding than the budget amount requested from DHHS, the amount of funding to be provided to Subrecipient under this Agreement shall be subject to downward adjustment accordingly.

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 or 45 CFR Part 75 Subpart D

C. Budget.

1. The approved budget plan and cost allocation methodology will be submitted on-line at Essential Access' Extranet (<https://extranetportal.essentialaccess.org/>). Once the budget and cost allocation methodology is reviewed and approved it will serve as the official budget and cost allocation methodology for this agreement and a copy will be incorporated into a forthcoming amendment.

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 April 12, 2020. Approval of a requested modification does not alter or extend the reporting due dates as set forth in Attachment C: Subrecipient 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, 2019 through March 31, 2020, or unless the Agreement is terminated or suspended at an earlier date in accordance with Article X of this Agreement. Essential Access intends to add to the Term of this Agreement as additional funding is delivered through Notices of Award from DHHS.

#### **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 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 by 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 1 FPHPA006324-01-00 from the U.S. Department of Health and Human Services Public Health Service." Or
- b. "The project described was supported by Grant Number 1 FPHPA006324-01-00 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);
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, 2018 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 7, 2018 the Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. That amount is \$189,600, (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 2019 Title X Program Priorities and Key Issues, as set forth in, Attachment A, attached by reference to this Amendment and incorporated by reference herein;

7. That if Subrecipient also provides abortions, it has implemented Essential Access's policy and procedure ("Separation Policy"), which is attached hereto as Attachment D to keep all funds provided under the Title X Award wholly separate and apart from any funds used to provide abortions and to prevent any commingling of such funds; and

8. 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), seven (7) and/or eight (8) 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  
                                 CAAttn: Richard Reetz  
                                 P.O. Box 70189  
                                 3600 Wilshire Blvd., Suite  
                                 600 Los Angeles, CA 90010  
                                 rreetz@essentialaccess.org

Subrecipient: Jill Blake  
Interim Director of Public Health  
Nevada County Public Health  
500 Crown Point Circle  
Suite 110  
Grass Valley, CA 95945

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**

**Nevada County Health Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: Brenda Flores

Print:

Title: Vice President of Finance and Benefits Administration

Title: Director of Public Health

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID # 946000526

Nine Digit DUNS # 010979029

DUNS Registered Name: NEVADA, COUNTY OF

**Attachment A:**

Subrecipient shall provide the services required under this Agreement, in accordance with the following Special Terms, Requirements and OPA Program Priorities and Key Issues for FY 2019:

**Special Terms and Requirements:**

1. In accepting this award, the subrecipient stipulates that the award and any activities thereunder are subject to all provisions of 42 CFR Part 59, Subpart A currently in effect or implemented during the period of the grant.
2. Notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
3. In accepting this award, the subrecipient certifies that it encourages 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.
4. In order to maintain an accurate record of current Title X service sites, grantees are required to provide notice to the Office of Population Affairs (OPA) of any deletions, additions, or changes to the name, location, street address and email, services provided on-site, and contact information for Title X grantees and service sites. This database will also be used to verify eligibility for 340B program registration and recertification. You must enter your changes to the Title X database within 30 days from the official approval of the change at <https://www.opa-fpclinicdb.com/>. All changes will be reviewed and approved by the relevant HHS regional office prior to being posted on the OPA website. This does not replace the prior approval requirement under HHS grants policy for changes in project scope, including clinic closures.
5. If you or your sub-recipient(s) enrolls in the 340B Program, you must comply with all 340B Program requirements. You may be subject to audit at any time regarding 340B Program compliance. 340B Program requirements are available at <http://www.hrsa.gov/opa/programrequirements/>.
6. **Program Priorities:** Title X Priorities include all of the legal requirements covered within the Title X statute, regulations, and legislative mandates. All applicants must comply with the requirements regarding the provision of family planning services that can be found in the statute (Title X of the Public Health Service Act, 42 U.S.C. § 300 et seq.) and the implementing regulations (42 C.F.R. Part 59, Subpart A), as applicable. In addition, sterilization of clients as part of the Title X program must be consistent with 42 C.F.R. Part 50, Subpart B (“Sterilization of Persons in Federally Assisted Family Planning Projects”). See pages 10-14 of the FOA for further details regarding the Program Priorities.
7. **Key Issues:** Title X Key Issues represent overarching goals for the Title X program. These are determined based on priorities set by the Office of the Assistant Secretary of Health (OASH) and the Office of the Secretary (OS) of the Department of Health and Human Services (HHS):
  - a. Assuring innovative quality family planning and related preventive health services that lead to improved reproductive health outcomes and overall optimal health, which is defined as a state of complete physical, mental and social well-being and not merely the absence of disease. Guidance regarding the delivery of quality family planning services is spelled out in the April 25, 2014, MMWR, “Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs” (<https://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf>). Periodic updates have been made to this publication and are available on the OPA website (<https://www.hhs.gov/opa/guidelines/clinical-guidelines/index.html>). It is expected that the core

- family planning services listed in the Program Description, and which also are included in the Quality Family Planning Services document referenced above, will be provided by each project;
- b. Providing the tools necessary for the inclusion of substance abuse disorder screening into family planning services offered by Title X applicants;
  - c. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services, along with family planning services preferably in the same location or through nearby referral providers;
  - d. Providing resources that prioritize optimal health outcomes (physical, mental, and social health) for individuals and couples with the goal of healthy relationships and stable marriages as they make decisions about preventing or achieving pregnancy;
  - e. Providing counseling for adolescents that encourages sexual risk avoidance by delaying the onset of sexual activity as the healthiest choice, and developing tools to communicate the public health benefit and protective factors for the sexual health of adolescents found by delaying the onset of sexual activity thereby reducing the overall number of lifetime sexual partners;
  - f. Communicating the growing body of information for a variety of fertility awareness-based methods of family planning and providing tools for applicants to use in patient education about these methods;
  - g. Fostering interaction with community and faith-based organizations to develop a network for client referrals when needs outside the scope of family planning are identified;
  - h. Accurately collecting and reporting data, such as the Family Planning Annual Report (FPAR), for use in monitoring performance and improving family planning services;
  - i. Promoting the use of a standardized instrument, such as the OPA Program Review Tool, to regularly perform quality assurance and quality improvement activities with clearly defined administrative, clinical, and financial accountability for applicants and subrecipients; and
  - j. Increasing attention to CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy.
8. The Title X National Grantee Meeting will be held July 16-19, 2019 at the Renaissance Arlington Capital View Hotel in Arlington, VA. Each grantee is encouraged to send up to three individuals to the meeting. This meeting is for individuals from the grantee organization only.
9. This notice of award specifies a project period as described in 45 C.F.R. § 59.8. The grant will be initially for 1 year and subsequent continuation awards will also be for 1 year at a time. A grantee must submit a separate application to have support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the grantee's progress and management practices, and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.
10. Grantee must cooperate with OPA program evaluations.

**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.

<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Family Planning Services Semi-Annual Progress Report (by County)  Submitted electronically at <a href="https://extranetportal.essentialaccess.org">https://extranetportal.essentialaccess.org</a>	Semi-Annually	25th of the month following the period reported for the data that is not submitted monthly.  For April, May and June (included with January, February and March of 2019) <b><u>DUE: July 25, 2019</u></b>  For July through December 2019 <b><u>DUE: January 25, 2020</u></b>  For January, February and March of 2020 to be combined with future funding period of April, May and June of 2020 <b>Instructions will be issued if this changes</b>
Statement of Revenue and Expenditure Report (includes submission of General Ledger backup of Title X expenditures only)  Submitted electronically at <a href="https://extranetportal.essentialaccess.org">https://extranetportal.essentialaccess.org</a>	Quarterly	25th of the month following the period reported.  For April, May and June of 2019 <b><u>DUE: July 25, 2020</u></b>  For July, August and September of 2019 <b><u>DUE: October 25, 2019</u></b>  For October, November and December of 2019 <b><u>Due January 25, 2020</u></b>  For January, February and March of 2020 <b><u>Due April 25, 2020</u></b>
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 <a href="http://www.essentialaccess.org">www.essentialaccess.org</a>	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

**ESSENTIAL ACCESS HEALTH  
SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES POLICY**

In compliance with Section 1008 of the Public Health Services Act, 42 CFR 59.5 (a) (5) and Federal Register / Vol. 65, No. 128, Essential Access Health (Essential Access) does not provide Title X funding at any family planning project to promote or provide abortion as a method of family planning.

Essential Access and the Title X projects of Delegate Agencies receiving Title X funds are bound by the following guidelines:

**Prohibited Activities:**

1. Providing abortion as a method of family planning.
2. Counseling which directs a client to reach a decision to terminate a pregnancy.
3. Making appointments, obtaining signed consents, negotiating a fee reduction, providing transportation or taking further affirmative action to secure abortion services.
4. Promoting or advocating for an abortion within Title X program activities.

**Allowable Activities:**

1. Providing non-directive counseling to clients with positive pregnancy tests, which includes information on the following options, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling:
  - i. prenatal care and delivery;
  - ii. infant care, foster care, or adoption; and
  - iii. pregnancy termination
  - iv. Providing neutral and factual information about all of the above-listed options, including abortion services.
  - v. Referral of a client to a provider of services of all of the above-listed options, including for an abortion.

**Procedure for Verification of Separation of Title X Funds and Abortion**

**Existing Abortion Services**

If a delegate agency provides abortion services, the following will be done at each Title X program evaluation in order to verify that Title X activities and abortion services are separate and distinct:

<b><u>Activity</u></b>	<b><u>Responsible Person</u></b>
1. Verification of financial separation of Title X family planning services funding and abortion services funding, to include funding for common costs that are properly allocated	1. Essential Access Lead Site Financial Auditor
2. Verification of the ability to separate and distinguish between Title X family planning activities and non-Title X abortion related activities within the health center.	2. Essential Access Medical Specialists and /or Program Representatives.



**ESSENTIAL ACCESS HEALTH  
SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES POLICY**

**Process to Initiate Abortion Services**

If a new Delegate Agency provides abortion services, or if an existing Delegate Agency initiates abortion services, the following must be done:

- A. Six weeks prior to adding abortion services, the Delegate Agency will notify Essential Access in writing of its intent to implement abortion services.
- B. The separation of funds between Title X family planning service and abortion service must be reflected in the budget to show separation of staff time, equipment, supplies and medications.
- C. Essential Access will conduct an onsite review of the proposed abortion services health center prior to the agency's provision of such services. The review will include:
  1. Verification of financial separation of Title X family planning services funding and abortion service funding, to include funding for common costs that are properly allocated.
  2. Verification of the ability to separate and distinguish between Title X family planning services and non-Title X abortion related services within the health center.
  3. Verification that abortion information is not presented as a method of family planning during Title X family planning client education.
- D. Essential Access will summarize any findings and recommendations in a letter that will be sent to the Delegate Agency. A timeline for correction of any findings will be established with the Delegate Agency and a follow-up review will be scheduled prior to the implementation of abortion services, if necessary.