

SUBRECIPIENT AGREEMENT
AGREEMENT NUMBER 454-5320-2456-200-22.3-24-25

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

WHEREAS, Essential Access has received funding pursuant to Title X for the provision of family planning and related preventive health services to eligible clients in the State of California, commencing April 1, 2024; 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 sub award 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 eligible 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. The Attachment A, Scope of Work is based on services to be provided over the budget period April 1, 2024 through March 31, 2025, 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) requirements of the Title X statute and implementing regulations, as well as all requirements of all Title X related laws and regulations; (ii) other applicable federal and state laws and regulations, including procurement laws, the OMB Uniform Guidance and Circulars; and (iii) DHHS and/or OPA Program Guidance, including the Title X Program Requirements and Quality Family Planning Recommendations (QFP).

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 **\$120,000** (the "Title X Award") during the term of this Agreement, provided that 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 sub award 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. 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. Subrecipient agrees to provide a budget and cost allocation methodology statement, to be entered in the Essential Access portal <https://extranetportal.essentialaccess.org> with line items and amounts approved by Essential Access, as support for Subrecipient's Title X Award. Once approved, the budget and cost allocation methodology statement will be incorporated by reference herein as the Agreement's approved Title X Award Budget.
2. Subrecipient may make modifications to the Agreement's approved Title X Award Budget, 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, 2025. Approval of a requested modification does not alter or extend the reporting due dates as set forth in Attachment B: 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. Subrecipients that use a non-DHHS approved rate (i.e., state, county, local government rate) may use the lower of that rate or 22.4%. 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.

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 the approved Title X Award budget; 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 the Essential Access annual Title X Network Meeting to be held in the Los Angeles area (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, 2024 through March 31, 2025, 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 B.
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 within the time frames established by Essential Access, 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 Subrecipient 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 Subrecipient software vendors, as applicable;

2. Bi-monthly submission by the 25th of the month of the previous two months' 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 Subrecipient'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. Sub-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 FPHPA006537-03 from the U.S. Department of Health and Human Services Public Health Service.” Or
 - b. “The project described was supported by Grant Number 5 FPHPA006537-03 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 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' advance written notice, unless otherwise required herein.

C. Termination by Essential Access.

1. Essential Access may, by giving advance 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, in which case this Agreement shall terminate immediately;
 - 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, in which case this Agreement shall terminate immediately;
 - f. The loss of required insurance by Subrecipient, in which case this Agreement shall terminate immediately;
 - 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, in which case this Agreement shall terminate immediately;
 - 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), in which case this Agreement shall terminate immediately;
 - 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, in which case this Agreement shall terminate immediately;

- j. The suspension or debarment of Subrecipient, in which case this Agreement shall terminate immediately; 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, in which case this Agreement shall terminate immediately.

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 Title X Award by Essential Access, with which Subrecipient is unable or unwilling to comply, in which case this Agreement shall terminate immediately.

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 reasonable 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 reasonable 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 claims, controversies or disputes arising out of or relating to 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 claim, controversy or 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), shall then be resolved by final and 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. Title X Award-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 Federal Regulations (42 CFR, part 50, Subpart B);
4. The terms and conditions of the Title X Award, as well as relevant Program Guidelines and Program Instructions issued by DHHS and OPA;
5. The Transparency Act (2 CFR Part 170);
6. 2 CFR Part 200 or 45 CFR Part 75 (DHHS Grants Administration regulations), as applicable;
7. The Consolidated Appropriations Act, 2024 imposes the following statutory provisions which limit the use of Title X funds 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 2024, the Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. That amount is \$221,900, (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 legislation before the Congress or any State or local legislature or legislative body, except in presentation to 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 an agency or officer 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."

8. Reporting of Total Compensation of Executives

- a. Applicability and what to report. Unless you are exempt as provided in Article XVI, subsection 8.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 sub awards); 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 sub awards); 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 8a.:
 - i. To Essential Access
 - ii. By the end of the month following the month during which you receive the sub award. For example, if a sub award 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. Sub awards, 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 Special Terms and Requirements as set forth in Attachment C, 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.
8. That if Subrecipient also provides abortions, it has implemented the Essential Access policy and procedure (Separation Policy), which is attached hereto as Attachment E 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.

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
Attn: Richard Reetz
3600 Wilshire Blvd., Suite 600
Los Angeles, CA 90010
rreetz@essentialaccess.org

Subrecipient: Winfred Kimani
Public Health Program Manager
San Bernardino County Department of Public Health
351 North Mountain View
San Bernardino, CA 92415
wkimani@dph.sbcounty.gov

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.

H. Counterparts and Facsimile Signatures.

This Agreement may be executed in any number of original counterparts, none of which need contain the signatures of all Parties. Additionally, this Agreement may be consummated by electronic means, and an electronic signature shall be considered an original wet ink signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth with the signatures below:

Essential Access Health

San Bernardino County Department of Public Health

By: 

By: _____

Print: Nomsa Khalfani, PhD

Print Name: Dawn Rowe

Title: Co-Chief Executive Officer

Title: Chair, Board of Supervisors

Date: 06/11/2024

Date: _____

System for Award Management (SAM)#:
PD18A8XKE7B6

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 Mar 31, 2025, as evidenced by completion of activities 1.A through 1.J.
Number	Activity
1. A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance.
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 and human trafficking as per OPA Program Requirements. 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.
1. C	Obtain annual client feedback through client satisfaction surveys inclusive of all sites.
1. D	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 subrecipient's role in the community.
1. E	The Title X family planning program is implemented with input from individuals representative of served community and knowledgeable of community needs.
1. F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care, disability, domestic violence, emergency care, pregnancy counseling and testing, birth control methods, STI/HIV and flu vaccinations.
1. G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance using/abusing.
1. H	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.
1. I	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.
1. J	Ensure family planning program operates on a voluntary basis and services are provided in a non-coercive manner.

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 Mar 31, 2025, as evidenced by completion of activities 1.A through 1.I.	
Number	Activity	# of Clients
1. A	Document and report the poverty status of family planning clients.	1100
1. B	Provide family planning education, medical services and effective medically approved family planning methods and services, either on site or by referral for female clients. Essential Access Health Performance Measure.	800
1. C	Provide family planning education, medical services and effective medically approved family planning methods and services, either on site or by referral for male clients. Essential Access Health Performance Measure.	300
1. D	Provide a Chlamydia test to at least 80% of women 24 years or younger and in women 25 years or older who are at increased risk for infection within a 12-month period. Essential Access Health Performance Measure.	
1. E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation.	
1.F	The agency must attempt to notify all clients with positive STI/HIV tests within 72 hours of receiving lab results. Upon notification, counsel client regarding follow up and treatment.	
1.G	All clients with an abnormal finding on their Pap smear should be followed for further evaluation. Essential Access Health Performance Measure.	
1.H	Incorporate routine opt-out HIV screening for all clients and testing for high risk clients in accordance with CDC Sexually Transmitted Infections Treatment Guidelines, 2021. Essential Access Health Performance Measure.	
1. I	Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including infertility services and services for adolescents).	
Objective 2:	Objective 2. Provide family planning education and medical services to high-risk, hard-to-reach populations by Mar 31, 2025, as evidenced by completion of activities 2A and 2B (optional).	
Number	Activity	# of Clients
2. A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations.	
	Males	300
	Individuals with Limited English Proficiency (LEP)	200
	Adolescents (17 & under)	20
2. B	OPTIONAL: Please include estimates of number of clients served in each target population.	

Statement of Work (SOW)		
	Homeless Individuals	20
	Substance-Using/Abusing Individuals	50
	Individuals with Disabilities	0
	Migrant Workers	0
	LGBTQ+ community	100
	Victims and survivors of intimate partner violence	0
	Ethnic and culturally connected programs that serve BIPOC (Black, Indigenous, People of Color) communities	0
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 Mar 31, 2025.	
Objective 1:	Provide preconception/inter-conception care and reproductive life planning/family planning services to Title X comprehensive exam patients through Mar 31, 2025 as evidenced by completion of activity 1.A.	
Number	Activity	
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 medically approved family planning methods and services; 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.	
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 Mar 31, 2025, as evidenced by completion of activities 1.A through 1.D.	
Number	Activity	
1. A	Provide adolescent-friendly services in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed.	
1. B	Provide counseling to minors on how to resist coercive attempts to engage in sexual activity.	
1. C	Report child and sexual abuse as required by state law.	
1. D	Provide counseling/education regarding family involvement to all adolescents less than or equal to 17 years of age seeking reproductive health services. Title X projects may not require consent of parents or guardians for the provision of services to minors, nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.	

Statement of Work (SOW)

Community Education Goal

Community Education Goal:	Increase the community's knowledge and access to family planning services offered by the Subrecipient.
Objective 1:	Conduct marketing, community outreach and education to potential Title X clients by Mar 31, 2025, as evidenced by completion of activities 1.A through 1.D.
Number	Activity
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. The plan should provide for opportunities for community education, participation, and engagement to: achieve community understanding of the objectives of the program; inform the community of the availability of services; and promote continued participation in the project by diverse persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services. Community Education and Outreach Plan should include any partnerships with community and/or faith-based organizations to meet the unique needs of the local community and any mass marking activities.
1. B	Provide, to the maximum feasible extent, an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services.
1. C	Have an advisory committee (sometimes referred to as information and education committee) that reviews and approves print and electronic informational and educational materials developed or made available under the project, prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of Title X. The project shall not disseminate any materials which are not approved by the advisory committee.
1. D	The advisory committee shall consist of no fewer than five members and up to as many members the sub-recipient determines. The committee shall include individuals broadly representative of the population or community for which the materials are intended (in terms of demographic factors such as race, ethnicity, color, national origin, disability, sex, sexual orientation, gender identity, sex characteristics, age, marital status, income, geography, and including but not limited to individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality).

Partner Agency Name	# of individuals reached through partnering activities
Family Assistance Program	100
San Bernardino County Probation Department	100
	0

Statement of Work (SOW)

Financial Management Goal

Financial Management Goal:	Improve and maintain the Subrecipient's financial systems to ensure contract compliance.
Objective 1:	Subrecipient 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
1. A	Develop a line item budget for the period ending Mar 31, 2025 and submit modifications as necessary during designated periods.
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.
1. C	Develop and properly implement a sliding fee scale on an annual basis to reflect the current federal poverty guidelines.
1. D	Complete all financial reporting requirements as detailed by the contract.
1. E	Develop a general ledger report (GLR).

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

Site Number: 538

Site Name & Address: Hesperia 16453 Bear Valley Road , Hesperia CA 92345 San Bernardino

Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Hours Office Hours	Proj. Users	NPI Number
92301, 92307, 92308, 92344, 92345, 92392, 92394	<input checked="" type="checkbox"/> Rural <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input checked="" type="checkbox"/> Health Education (in House)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: 8:00am - 5:00pm Tue: 8:00am - 5:00pm Wed: 8:00am - 8:00pm Thu: 8:00am - 5:00pm Fri: 8:00am - 5:00pm Sat: Close Sun: Close	250	1861662025

Site Number: 541

Site Name & Address: San Bernardino Health Center 606 Mill Street , San Bernardino CA 92415 San Bernardino

Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Hours Office Hours	Proj. Users	NPI Number
92313, 92316, 92324, 92335, 92336, 92337, 92346, 92354, 92359, 92373, 92374, 92376, 92377, 92399, 92401, 92404, 92405, 92407, 92408, 92410, 92411,	<input type="checkbox"/> Rural <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input checked="" type="checkbox"/> Health Education (in House)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: 8:00am - 7:00pm Tue: 8:00am - 5:00pm Wed: 8:00am - 5:00pm Thu: 8:00am - 5:00pm Fri: 8:00am - 5:00pm Sat: Close Sun: Close	250	1578535845

Site Number: 543							
Site Name & Address: Ontario Health Center 150 E. Holt Blvd. , Ontario CA 91761 San Bernardino							
Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Days	Family Planning Clinic Office Hours	Proj. Users	NPI Number
91701, 91708, 91709, 91710, 91730, 92335, 92336, 92337, 91737, 91739, 91761, 91762, 91763, 91764, 91766, 91784, 91786	<input type="checkbox"/> Rural <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Community Education <input checked="" type="checkbox"/> Health Education (in House)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: Tue: Wed: Thu: Fri: Sat: Sun:	8:00am - 5:00pm 8:00am - 7:00pm 8:00am - 5:00pm 8:00am - 5:00pm 8:00am - 5:00pm Close Close	200	1588834451

Site Number: 776							
Site Name & Address: Needles Health Center 1406 BAILEY Avenue, Suite D P.O. Box 1066, Needles CA 92363 San Bernardino							
Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Days	Family Planning Clinic Office Hours	Proj. Users	NPI Number
92363, 92242, 92309, 92323, 92332, 92364, 92366, 92367	<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)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: Tue: Wed: Thu: Fri: Sat: Sun:	7:00am - 5:30pm 7:00am - 5:30pm 7:00am - 5:30pm 7:00am - 5:30pm Close Close Close	200	1558531707

Site Number: 45401

Site Name & Address: Barstow 303 E. Mountain View , Barstow CA 92311 San Bernardino

Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Hours Office Hours	Proj. Users	NPI Number
92311, 92310, 92312	<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)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: Close Tue: Close Wed: Close Thu: 9:00am - 4:00pm Fri: Close Sat: Close Sun: Close	100	1073783239

Site Number: 45402

Site Name & Address: Big Bear 477 Summit Blvd , Big Bear CA 923115 San Bernardino

Zip Codes of Area Served	Type of Area Served	Services Offered	New Services	Family Planning Clinic Hours Office Hours	Proj. Users	NPI Number
92315, 92352, 92325	<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)	<input type="checkbox"/> Mobile site <input type="checkbox"/> Walk-in appointments <input type="checkbox"/> Teen clinic or teen walk-in hours <input type="checkbox"/> School-based health center <input checked="" type="checkbox"/> Not Applicable	Mon: Close Tue: Close Wed: Close Thu: Close Fri: 9:30am - 3:30pm Sat: Close Sun: Close	100	1700056967

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 Submitted electronically at https://extranetportal.essentialaccess.org	Semi-Annually	For April 1, 2024 through June 30, 2024 Due: July 25, 2024 and combined with data submitted for the period January 1, 2024 through March 31, 2024 For July 1, 2024 through December 31, 2024 Due: January 25, 2025 For January 1, 2025 through March 31, 2025 to be combined with future funding period of April 1 2025 through June 30, 2025 and Due: July 25, 2025 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, 2024 through June 30, 2024 Due July 25, 2024 For July 2024 through September 30, 2024 Due October 25, 2024 For October 2024 through December 31, 2024 Due: January 25, 2025 For January 1, 2025 through March 31, 2025 Due: April 25, 2025
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 Essential Access Extranet Portal	Bi-Monthly	Bi-Monthly on the 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

1. **Program Income Use.** Program income (fees, premiums, third-party reimbursements which the project may reasonably expect to receive), as well as State, local and other operational funding, will be used to finance the non-federal share of the scope of project as defined in the approved grant application and reflected in the approved budget. Program income and the level projected in the approved budget will be used to further program objectives. Program Income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award stays the same. Program Income in excess of any amounts specified must be added to the Federal funds awarded. They must be used for the purposes and conditions of this award for the duration of the Project period. 45 C.F.R. § 75.307 (e).
2. **Program Specific Regulation.** In accepting this award, the grantee stipulates that the award and any activities thereunder are subject to all provisions of 42 CFR Part 59, Subpart A.
3. **OPA Program Priorities.** All recipients 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), and any legislative mandates. 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”).

In addition to the statute, regulations, legislative mandates, and additional program guidance that apply to Title X, OPA establishes program priorities that represent overarching goals for the Title X program. OPA expects recipients to develop and implement plans to address program priorities. The current priorities are: 1) advance health equity through the delivery of Title X services; 2) improve and expand access to Title X services; and 3) deliver Title X services of the highest quality.

4. **Notice of Change in Service Sites.** In order to maintain an accurate record of current Title X service sites, grantees must 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://opa-fpclinicdb.hhs.gov/> This does not replace the prior approval requirement under HHS grants policy for changes in project scope, including clinic closures.
5. **304B Program Participation.** 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 <https://www.hrsa.gov/opa/program-requirements/index.html>.

Assurance of Compliance

This attachment certifies that the Subrecipient will comply with requirements regarding the provision of family planning services under Title X (Title X of the Public Health Service Act, 42 U.S.C. 300, et seq.) and regulations which govern grants for family planning services (42 CFR part 59, subpart A).

Subrecipient 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, assistance from or participation in any other program of the recipient.
2. Provide services in a manner that is client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed.
3. Provide services without regard to religion, race, color, national origin, disability condition, age, sex, sexual orientation, gender identity, sex characteristics, 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.
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.

ESSENTIAL ACCESS HEALTH SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES POLICY

If a Subrecipient provides abortion services, Essential Access will verify the following on each Title X program monitoring visit to ensure Title X activities and abortion services are separate and distinct:

<u>Activity</u>	<u>Responsible Person</u>
Financial separation of Title X family planning services funding and abortion services funding, including verification that funding for common costs is properly allocated.	Essential Access Lead Financial Auditor
The ability to separate and distinguish between Title X family planning activities and non-Title X abortion related activities within the facility.	Essential Access Medical Specialists and Essential Access Program Representatives
That abortion information is not presented as a method of family planning during Title X family planning client education.	Essential Access Medical Specialists and Essential Access Program Representatives

Process for Subrecipients to Initiate Abortion Services

If a Subrecipient plans to add abortion services, the following must be done:

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

Subrecipients must not include abortion activities in their Title X budget application and must describe in the cost methodology section of their budget how they separate their financial information between Title X family planning services and non-Title X abortion activities.






San Bernardino County-2024-2025 Subrecipient Agreement

Final Audit Report

2024-06-11

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