

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

210



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
March 12, 2012

SUBJECT: Ratify the Subrecipient Agreement Number 754-5320-71209-12 with the California Family Health Council, Inc. (CFHC) and the Community Health Agency, Department of Public Health, Family Planning Program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between the California Family Health Council, Inc. and the Community Health Agency, Department of Public Health in the amount of \$481,256 for the period of January 1, 2012 to December 31, 2012; and
- 2) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County;

BACKGROUND: (Continued)

Attachments

TG:lk

Susan D. Harrington

Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 240,628	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% Federal Funding	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

<input type="checkbox"/>	Consent	<input type="checkbox"/>	Policy
<input checked="" type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Policy

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 05/24/2011 item 3.11 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.11

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 3/12/12
 SAMUEL WONG
 an Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE: _____
 NEAL R. KIPNIS

SUBJECT: Ratify Subrecipient Agreement Number 754-5320-71209-12 with the California Family Health Council, Inc. (CFHC) and the Community Health Agency, Department of Public Health, Family Planning Program

BACKGROUND: (Continued)

The California Family Health Council, Inc. is contracted by the Federal Government to administer Title X Family Planning funds in California. They have renewed the agreement with the Community Health Agency, Department of Public Health's Family Planning Program in the amount of \$481,256 for basic contraceptive services and teen pregnancy prevention outreach programs. The Family Planning Program provides education and contraceptive services to the community through collaborations with the Family Care Centers, the Women, Infants and Children (WIC) Program, schools and other community partners.

Funds will be distributed as follows for County Fiscal Year:

a) FY11/12 – for period of January 1, 2012 – June 30, 2012	\$240,628
b) FY12/13 – for period of July 1, 2012 to December 31, 2012	<u>\$240,628</u>
Total Award	\$481,256

SUBRECIPIENT AGREEMENT
AGREEMENT NUMBER 754-5320-71209-12

This Subrecipient Agreement, also known as the Delegate Agency Agreement (“the Agreement”) is hereby entered into by and between the California Family Health Council (“CFHC”), and **County of Riverside Community Health Agency** (“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, CFHC has received a grant (the “Grant”) pursuant to Title X of the Public Health Services Act (“PHS”), CFDA #93.217, for the purpose of providing comprehensive sexual and reproductive health services, including family planning services; and

WHEREAS, CFHC is authorized by the U.S. Department of Health and Human Services (“DHHS”), Office of Population Affairs (“OPA”), and desires to execute an agreement with Subrecipient to support the provision of Title X services to residents of Subrecipient’s geographic area; and

WHEREAS, Subrecipient is appropriately licensed and qualified and desires to enter into this Agreement with CFHC 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, CFHC and Subrecipient agree as follows:

ARTICLE I: TYPE OF AGREEMENT

This Agreement is a subaward of federal funds awarded by CFHC 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 (“OMB”): 2 C.F.R. part 230, “Cost Principles for Non-Profit Organizations” (formerly OMB Circular A-122), 2 C.F.R. part 225, “Cost Principles for State, Local, and Indian Tribal Governments” (formerly OMB Circular A-87), and 2 C.F.R. part 220, “Cost Principles for Educational Institutions” (formerly OMB Circular A-21).

ARTICLE II: SCOPE OF WORK

A. Scope of Services.

1. Subrecipient shall, in a manner satisfactory to CFHC, make available to all individuals the services provided under the Title X program (“Clients”), including comprehensive sexual and reproductive 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 "Family Planning Services").

2. Subrecipient shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable. Such policies and procedures shall be consistent with: (i) CFHC's 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 and OMB Circulars; (iv) DHHS and/or OPA Program Guidance, Program Instructions; and (v) CFHC's 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 CFHC in writing within ten (10) working days 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.

In consideration of the services to be delivered by as described in Article II herein, CFHC shall pay Subrecipient a total amount not to exceed **\$481,256** (the "Title X Award") during the term of this Agreement, provided that funds are available for this purpose under the Grant. 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.

B. Financial Systems.

Subrecipient shall maintain financial systems in accordance with United States Generally Accepted Accounting Principles ("U.S. GAAP") and, as applicable, 45 C.F.R. § 74.20 *et seq.* or 45 C.F.R. § 92.20 *et seq.*

C. Budget.

1. The approved annual budget plan and cost allocation methodology statement is attached hereto and incorporated by reference herein as Attachment B: Approved Budget and Cost Allocation Methodology Statement.

2. Subrecipient may make modifications to the budget included in Attachment B, provided that such modification does not require prior approval pursuant to 45 C.F.R. § 74.25 or 45 C.F.R. § 92.25, as applicable, and that any request for modification is submitted to CFHC by

January 11, 2013. 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 CFHC. If Subrecipient uses a non-approved indirect cost rate, Subrecipient will be limited to the lesser of its indirect cost rate or 21.2% of total direct costs less capital equipment, subcontracts, and patient care.

D. Non-Federal Share.

Pursuant to 42 C.F.R. § 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"). Subrecipient's Matching Requirement is set forth in Attachment B.

E. Cost Allowability.

1. Subrecipient expressly understands and agrees that the allowability of costs shall be determined in accordance with 2 C.F.R. parts 230, 225, or 220, as applicable. Subrecipient is liable for payment of any costs incurred by Subrecipient under this Agreement that may be disallowed by CFHC, DHHS, or other appropriate federal officials. As such, Subrecipient shall be obliged to remit to CFHC 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, CFHC may offset such amount against future funding obligations by CFHC or take any other action available to it under law to reclaim such amount.

2. CFHC agrees that, in the event that DHHS disallows any cost incurred by Subrecipient under this Agreement, CFHC will, at Subrecipient's request and subject to CFHC's determination that the appeal will not be frivolous and will not be contrary to the best interests of CFHC, 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 CFHC deems appropriate to cover the disallowed costs and appeal costs, including attorney's fees and interest penalties. Subrecipient agrees to cooperate fully with CFHC in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld by CFHC until the questions are resolved; however, CFHC 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 CFHC 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 CFHC of such reports. Accordingly, within thirty (30) days of receipt and approval of such report, CFHC shall reimburse Subrecipient for properly documented and allowable costs under this Agreement.

3. This Agreement is subject to the availability of federal grant funds to CFHC. CFHC shall promptly notify Subrecipient, in writing, of any modification, payments, delays, or cancellations of said DHHS grant. The Title X Award may be reduced if DHHS reduces the Grant 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, CFHC reserves the right to reallocate the Title X Award to ensure that funds are expended efficiently. CFHC shall review the Subrecipient's use of the Title X Award at the beginning of the fourth 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, CFHC 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 year.

ARTICLE IV: TECHNICAL ASSISTANCE

CFHC shall provide Subrecipient with support and technical assistance that CFHC, 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. In addition, Subrecipient shall participate in CFHC's annual Title X Business Meeting and any other Title X-related trainings, quality assurance initiatives and service enhancements developed by DHHS, OPA, and/or CFHC, as required by CFHC.

ARTICLE V: TERM

This Agreement shall be in effect from January 1, 2012 through December 31, 2012, 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 CFHC financial and programmatic information and reports (in such forms as CFHC may reasonably prescribe) as required under 45 C.F.R. § 74.50 *et seq.* or 45 C.F.R. § 92.40 *et seq.*, as applicable, and set forth herein in

Attachment C.

2. Subrecipient shall cooperate with and, as reasonably requested, assist CFHC 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 CFHC and shall be reviewed and revised in accordance with the directives of CFHC. Such reports shall be approved, signed and submitted to DHHS, or the appropriate authorities, by CFHC.

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 CFHC may, upon reasonable notice, suspend reimbursements to Subrecipient until such reports' are delivered to and approved by CFHC 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 CFHC's submission of the annual financial report covering the funds awarded hereunder, or for such other period as may be specifically required by 45 C.F.R. § 74.53 or 45 C.F.R. § 92.42, 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 CFHC, 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 CFHC or DHHS.

C. Monitoring/Oversight/Assessment.

1. Subrecipient agrees to permit CFHC 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 CFHC 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, CFHC shall notify Subrecipient of such deficiencies, and may ask for a corrective action plan. CFHC, in its sole discretion, may offer to provide technical assistance to Subrecipient in order to correct or eliminate such deficiencies. Additionally, CFHC 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 CFHC and DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered pursuant to this Agreement. CFHC may, at its discretion, conduct periodic, announced or unannounced monitoring visits 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, including of its Title X Award, in accordance with the provisions of OMB Circular A-133, if applicable, and U.S. GAAP.

2. Upon receipt of the report resulting from the Audit, Subrecipient shall submit to CFHC (and to any other agency, as directed by CFHC) a copy of such report. In addition, if necessary, Subrecipient shall provide to CFHC any corrective action plan resulting from the findings of the audit within the earlier of thirty (30) days of Subrecipient's receipt of the audit report(s), or nine (9) months after the end of the audit period. CFHC shall review and evaluate the audit results, including Subrecipient's corrective action plan, where such a plan is necessary. CFHC 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 CFHC.

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.

ARTICLE VIII: CENTRALIZED DATA SYSTEM

A. CFHC's Data System.

CFHC maintains a Centralized Data System ("CDS") to collect and securely store data regarding services provided to Title X Clients at clinic sites throughout California. CFHC 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 CFHC if the CDS audit report is inconsistent with the export file;
4. Notification within thirty (30) days to CFHC of the addition, deletion, or modification of any data codes included in the agency's submission;
5. Notification to CFHC 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, 45 C.F.R. § 74.33 *et seq.*, 45 C.F.R. § 92.32 *et seq.*, 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 CFHC 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 \$5000 or more, unless Subrecipient uses a lower limit. Subrecipient shall submit a list with the required elements from 45 C.F.R. Part 74 or Part 92, as applicable, of all such equipment to CFHC forty-five (45) days after the Agreement ends (the "Equipment Inventory List").

3. CFHC reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. § 74.34 and 45 C.F.R. § 92.32.

B. Copyrightable Material.

1. If any copyrightable material is developed in the course of or under this Agreement, CFHC 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 CFHC's prior written approval to copyright any such material or to permit any third party to do so.

3. Subrecipient must appropriately acknowledge federal grant support (i.e., from CFHC or DHHS) in any such publication.

4. CFHC 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, CFHC reserves the right to recall these materials from public distribution.

ARTICLE X: SUSPENSION AND TERMINATION

A. Suspension.

Suspension means any action by CFHC that temporarily suspends payments under this Agreement. CFHC 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 CFHC.

1. CFHC 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 CFHC) after receiving notice of the failure thereof from CFHC;
- b. Submission by Subrecipient to CFHC 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 CFHC) after receiving notice of the defect therein from CFHC;
- c. Improper use of Title X-obligated funds, or CFHC's 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 or termination 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 CFHC to be materially detrimental to the reputation, operation or activities of CFHC;
- 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 CFHC 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 CFHC specifying the effective date. The term "cause" for termination shall include, but not be limited to:

- a. Failure of CFHC to provide payment in accordance with Article III, provided that CFHC 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 CFHC, 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, CFHC 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. CFHC 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 CFHC, 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 CFHC for damages sustained by CFHC by virtue of any breach of this Agreement by Subrecipient, and CFHC may withhold any reimbursement to Subrecipient for the purpose of offset until such time as the exact amount of damages due CFHC from Subrecipient is agreed upon or otherwise determined.

3. CFHC, 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, CFHC 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 CFHC for its officers, agents, or employees.

B. Indemnification.

1. Subrecipient hereby agrees to indemnify, defend and hold harmless CFHC, its affiliates, officers, directors, employees and agents against any and all liability, loss, damages or expenses that CFHC, 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 CFHC.

2. CFHC 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 Grantee, 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.

ARTICLE XII: DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute 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 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) days), may be resolved by any means available.

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;
- c. Professional Liability: coverage of at least \$1,000,000 against professional liabilities for itself 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. CFHC 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 CFHC with certificates of insurance for the above required coverages. Subrecipient shall promptly provide CFHC 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 CFHC 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, officer, or agent shall participate in the administration of the Title X Award if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, consultant, 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 C.F.R. part 59, Subpart A);
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 C.F.R. Part 170);
5. 45 C.F.R. Part 74 or 45 C.F.R. Part 92 (DHHS Grants Administration regulations), as applicable; and
6. 2 C.F.R. part 230, "Cost Principles for Non-Profit Organizations" (formerly OMB Circular A-122), 2 C.F.R. part 225, "Cost Principles for State, Local, and Indian Tribal Governments" (formerly OMB Circular A-87), and 2 C.F.R. part 220, "Cost Principles for Educational Institutions" (formerly OMB Circular A-21), as applicable.

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 (42 C.F.R. Part 60);
2. if this Agreement is for more than \$100,000, 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 18 U.S.C. § 1591;

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 if Subrecipient also provides abortions, it has implemented CFHC'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

7. That it does not, and will not, during the term of this Agreement, advertise, advocate, or promote abortion as a method of family planning, or receive any fee or any other consideration as payment for referrals for abortion services.

B. Acknowledgments.

Subrecipient hereby acknowledges:

1. That any violation of certifications five (5), six (6), and/or seven (7) of this Article's Section A above will result in immediate termination of this Agreement by CFHC; and

2. That this Agreement is nonexclusive in nature, and CFHC 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:

CFHC: California Family Health Council
Attn: Richard Reetz
3600 Wilshire Blvd., Suite 600
Los Angeles, CA 90010

Subrecipient: County of Riverside Community Health Agency
Attn: Dr. Eric Frykman
4065 County Circle Drive
Riverside, CA 92503

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:

California Family Health Council

County of Riverside Community Health Agency

By: _____

By: _____

Print: Brenda Flores

Print:

Title: Vice President of Finance & Administration

Title: Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

17 FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 3/13/12

Attachment A: Scope of Work

Subrecipient shall provide the services required under this Agreement, in accordance with the following OPA Program Priorities for FY 2012:

1. Expanding access to a broad range of acceptable and effective family planning methods and related preventive health services that include natural family planning methods, infertility services, and services for adolescents, emphasizing the important role Title X plays in teen pregnancy prevention. The broad range of services does not include abortion as a method of family planning;

2. Assuring the delivery of quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals, with priority for services to individuals from low-income families;

3. Providing preventive health care services in accordance with nationally recognized standards of care. This includes, but is not limited to, breast and cervical cancer screening and prevention services; sexually transmitted disease (STD) and HIV prevention education, testing, and referral; and, other related preventive health services;

4. Emphasizing the importance of counseling family planning clients on establishing a reproductive life plan, and providing preconception counseling as a part of family planning services, as appropriate;

5. Addressing the comprehensive family planning and other health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services.

6. Identifying specific strategies for addressing the provisions of health care reform ("The Patient Protection and Affordable Care Act"), and for adapting delivery of family planning and reproductive health services to a changing health care environment, and assisting clients with navigating the changing health care system. This includes but is not limited to, enhancing the ability of Title X clinics to bill third party payers, private insurance, and Medicaid.

Specifically, the Subrecipient shall provide the services and items set forth herein:

Statement of Work (SOW) Administrative Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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 December 31, 2012, as evidenced by completion of activities 1A through 1I.

Number	Activity	Job Title	Evaluation
1. A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance.	Medical Director Program Manager QA Nurse Manager	Policies and procedures maintained and reviewed at program evaluations. Desk audits determined by CFHC staff.
1. B	Review Family Planning Program policies and procedures on an annual basis. Policies and procedures must include training for clinical, program, and other designated staff on mandatory reporting of child abuse and human trafficking as per OPA Program Instructions 11.01. Providers of abortion services will provide Title X family planning services in accordance with the CFHC Separation of Family Planning and Abortion Services Policy.	Program Director Program Manager QA Nurse Manager	Meeting minutes maintained and reviewed at program evaluations and desk audits.
1. C	Obtain annual systematic client feedback through client satisfaction surveys inclusive of all sites.	Medical Director Program Manager QA Nurse Manager	Client satisfaction surveys conducted, summarized and acted upon. Reviewed at program evaluations and desk audits.
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 agency's role in the community.	Program Director Program Manager Epidemiologist	Community needs assessment inclusive of the Family Planning Program maintained. CNA is reviewed at program evaluations.
1. E	The Title X Family Planning Program is implemented with input from individuals representative of served community and knowledgeable of community needs.	Program Director Program Manager	Advisory Board meeting minutes reflect materials review, approval and maintained and reviewed at program evaluations and desk audits.
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.	Medical Director Program Director Program Manager	Protocols maintained and staff updates are reviewed at program evaluations and desk audits.
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.	Medical Director	Protocols and referral policies maintained. Reviewed during program evaluations.

Statement of Work (SOW) Administrative Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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 December 31, 2012, as evidenced by completion of activities 1A through 1I.

Number	Activity	Job Title	Evaluation
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 reproductive health care, medical and appropriate education and counseling services are being provided at all Title X sites. CFHC Performance Measure.	QA Nurse Manager Medical Director Program Manager	Minutes of the Continuous Quality Improvement (CQI) medical team maintained. CQI is reviewed at program evaluations and desk audits.
1. I	Provide family planning data through the Centralized Data System (CDS) for the purpose of contract reporting and performance measurement.	Epidemiologist Administrative Service Officer	Centralized Data System (CDS) data submitted per the contract and/or agency action plan.

Statement of Work (SOW) Clinical Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

Clinical Goal: Provide comprehensive clinical reproductive 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 eligible individuals per the Federal Poverty Guidelines, by December 31, 2012, as evidenced by completion of activities 1A through 1H.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Document and report the poverty status of family planning clients.	12000	Program Director Program Manager Epidemiologist Administrative Service Officer	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral for female clients. CFHC Performance Measure.	11000	Medical Director Program Director Program Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. C	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral for male clients. CFHC Performance Measure.	1000	Medical Director Program Director Program Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. D	Provide a Chlamydia test to at least 80% of women less than or equal to 25 years of age within a 12 month period. CFHC Performance Measure.		Medical Director Program Director Program Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation.		Medical Director Program Director Program Manager QA Nurse Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1.F	The agency must attempt to notify all clients with positive STD/HIV tests within 72 hours of receiving lab results. Upon notification, counsel client regarding follow up and treatment.		Medical Director Program Director Program Manager QA Nurse Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.
1.G	All clients with an abnormal finding on their Pap smear should be followed for further evaluation. CFHC Performance Measure.		Medical Director Program Director Program Manager QA Nurse Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.
1.H	Incorporate routine opt out HIV screening for all clients and testing for high risk clients in accordance with 2006 CDC HIV guidelines. CFHC Performance Measure.		Medical Director Program Director Program Manager	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.

Statement of Work (SOW) Clinical Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

Objective 2: Provide family planning education and medical services to high-risk, hard-to-reach populations by December 31, 2012, as evidenced by completion of activity 2A.

Number	Activity	# of Clients	Job Title	Evaluation
2. A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A <u>minimum of four</u> of the following categories must be indicated:		Program Manager	As documented in Semi-Annual Progress Report (SPR) and reviewed at program evaluations.
	Homeless Individuals	200		
	Substance-Using/Abusing Individuals	500		
	Individuals with Disabilities			
	Individuals with Limited English Proficiency (LEP)	1100		
	Migrant Workers			
	Males	1000		
	Adolescents (17 & under)	1500		
	Total Clients Served	4,300		

Notes for Objective 2A:

1. You must enter #'s into at least four(4) identified categories
2. Individuals may be entered into multiple populations
3. # of males will be prepopulated from objective 1.C
4. must be able to collect valid data for all selected special populations

**Statement of Work (SOW)
Reproductive Life Plan and Objectives**

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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 December 31, 2012.

Objective 1: Provide preconception/inter-conception care and reproductive life planning/family planning services to Title X comprehensive exam patients annually through December 31, 2012.

Number	Activity	Job Title	Evaluation
1. A	Preconception/inter-conception counseling should be provided to women planning pregnancy, open to pregnancy, or using less effective (3rd tier) contraceptive methods. For these women, document family history of genetic disorders and encourage folic acid intake.	Medical Director Program Director Program Manager	Document reproductive life plan counseling in client charts annually through 12/31/2012

Statement of Work (SOW) Adolescent Services Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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 December 31, 2012, as evidenced by completion of activities 1A through 1D.

Number	Activity	Job Title	Evaluation
1. A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	Medical Director Program Director Program Manager	Documentation of counseling maintained in charts. Reviewed at program evaluations.
1. B	Provide counseling to minors on how to resist coercive attempts to engage in sexual activity.	Medical Director Program Manager	Protocols maintained and staff updates reviewed. Chart audits performed at program evaluations.
1. C	Provide counseling/education regarding family involvement to all adolescents less than or equal to 17 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services.	Medical Director Program Director Program Manager	Protocols maintained and reviewed. Chart audits performed at program evaluations.
1. D	Report child and sexual abuse as required by state law.	Medical Director Program Director Program Manager	Protocols maintained and staff updates reviewed annually. Chart audits performed at program evaluations.

Statement of Work (SOW) Community Education Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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

Objective 1: Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2012, as evidenced by completion of activities 1A through 1F.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Maintain and implement a Community Education and Outreach Plan that increases community knowledge of reproductive health and family planning services to the community. Activities include: general outreach, partnership activities and mass marketing (Exhibit B).	4400	Program Director Program Manager Staff	Community Education and Outreach Plan maintained, updated, and reviewed at program evaluations and desk audits.
1. B	Provide general outreach to individuals as stated in the Community Education and Outreach Plan (Exhibit B, Section I).	1000	Program Director Manager Staff	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. C	Provide education and outreach to individuals at partnership agencies as stated in the Community and Education and Outreach Plan (Data will be automatically populated from information entered in Exhibit B, Section II).	2400	Program Director Program Manager Staff	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. D	Conduct mass marketing activities as stated in the Community Education and Outreach Plan (Exhibit B, Section III).	1000	Program Director Program Manager Staff	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. E	An Advisory Committee of 5-9 members representative of the populations to be served will review and approve new educational materials developed and made available by the agency on annual basis.		Program Director Program Manager Staff	Advisory meeting minutes and materials review maintained and reviewed at program evaluation.
1. F	Provide education and outreach to individuals to increase utilization of free vaccination services.		Medical Director Program Director Staff	Integration of the vaccination education into the community education plan.

Statement of Work (SOW)

Financial Management Goal and Objectives

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

Objective 1: Agency will maintain a Family Planning Program that is in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.

Number	Activity	Job Title	Evaluation
1. A	Develop a line item budget by site for the period of January 1, 2012 to December 31, 2012 and submit modifications as necessary during designated periods.	Program Director Program Manager	Line item budget by site and necessary modifications submitted.
1. B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR) and include the following: budgetary control procedures, accounting systems and reports, purchasing, inventory control, property management, charges, billing and collection procedures.	Chief Financial Officer	Financial management systems maintained in compliance and reviewed at program evaluations.
1. C	Develop and properly implement a sliding fee scale on an annual basis to reflect the current federal poverty guidelines.	Chief Financial Officer Administrative Service Officer	Sliding fee scale developed, implemented and reviewed at program evaluations.
1. D	Complete all financial reporting requirements as detailed by the contract.	Program Manager Chief Financial Officer Administrative Service Officer	All financial reports submitted on time as required.

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

Community Education and Outreach Partnering Plan for Family Planning

Total number of general outreach activities(Section I): 1,000
 Total number of partnering activities (Section II): 2,400
 Total number of mass marketing activities (Section III): 1,000
 Total Number of individuals reached in Community and Education Outreach Partnering Plan: 4,400

Section 1: General Outreach

Projected Outreach Plan for Entire Family Planning Program

of individuals reached 1000

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
X community group			X sign-in sheets maintained and compared to projected numbers
X middle or high school community college or university	X homeless individuals	X abstinence	pre and post tests to assess changes in knowledge
X faith based organization	X substance using individuals	X STDs/HIV	post presentation participant evaluations
X social service agency		X family planning and contraceptive methods	X assessment of number of people who visit clinic as a result of outreach.
X WIC center migrant camp or services organization	individuals with disabilities		
X detention/incarceration center job training center/program parenting program business or workplace	X individuals with limited English proficiency migrant workers	X life skills X services provided/making appointments	X regular meetings with outreach venue organization to discuss progress and challenges
X homeless shelter			
X substance abuse treatment/recovery center	X males	X Flu Vaccination	other(specify)
X women's shelters other (specify)	X adolescents	X Reproductive Life Plan (RLP) other(specify)	

Section 2: Partnering Plan Name:

WIC

of individuals reached 1200

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
community group			
middle or high school	homeless individuals	abstinence	sign-in sheets maintained and compared to projected numbers
community college or university			
faith based organization	substance using individuals	X STDs/HIV	pre and post tests to assess changes in knowledge
social service agency		X family planning and contraceptive methods	post presentation participant evaluations
X WIC center	individuals with disabilities		assessment of number of people who visit clinic as a result of outreach.
migrant camp or services organization			
detention/incarceration center	X individuals with limited English proficiency	life skills	
job training center/program			
parenting program		services provided/making appointments	regular meetings with outreach venue organization to discuss progress and challenges
business or workplace	migrant workers		
homeless shelter	males	X Flu Vaccination	
substance abuse treatment/recovery center			
women's shelters	adolescents	Reproductive Life Plan (RLP)	other(specify)
other (specify)		other(specify)	

Section 2: Partnering Plan Name:

Parolee

of individuals reached 1200

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
X community group			
middle or high school	X homeless individuals	abstinence	sign-in sheets maintained and compared to projected numbers
community college or university			
faith based organization	X substance using individuals	X STDs/HIV	pre and post tests to assess changes in knowledge
social service agency		X family planning and contraceptive methods	post presentation participant evaluations
WIC center	individuals with disabilities		assessment of number of people who visit clinic as a result of outreach.
migrant camp or services organization			
X detention/incarceration center	individuals with limited English proficiency	life skills	
job training center/program			
parenting program		X services provided/making appointments	regular meetings with outreach venue organization to discuss progress and challenges
business or workplace	migrant workers		
homeless shelter			
substance abuse treatment/recovery center	X males	Flu Vaccination	
women's shelters	adolescents	Reproductive Life Plan (RLP)	other(specify)
other (specify)		other(specify)	

Section 3: Mass Marketing

Mass Marketing	# of Individual Reached	Method of Evaluating Success
X Health Fairs	1,000	X Distribution of Educational Materials
Street Outreach		Sign in Sheets
Concerts		X Estimated Audiences
Radio		
TV		
X Print Media		
Internet Websites		
X Community Events		

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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

Site Name and Address: Riverside Neighborhood Health Center,
7140 Indiana Avenue, Riverside-92504

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92501, 92503, 92504, 92505, 92506, 92507	X Urban	X Medical X Health Education	Mon:	X	X	-	800	1003920943
			Tue:	X	X	-		
			Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Site Name and Address: Indio Family Care Center,
42923 Oasis Steet, Indio-92201

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92201, 92236, 92254, 92274	X Suburban	X Medical X Health Education	Mon:	X	X	-	1000	1023122967
			Tue:	X	X	-		
			Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Site Name and Address: Corona Family Care Center,
505 S. Buena Vista, Corona-92882

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92879, 92880, 92881, 92882, 92883, 92860	X Urban	X Medical X Health Education	Mon:	X	X	-	1200	1205940145
			Tue:	X	X	-		
			Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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

Site Name and Address: Hemet Family Care Center 880 N. State Street. Hemet-92343

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92543, 92554, 92545, 92548, 92582, 92583, 92596	X Suburban	X Medical X Health Education	Mon:	X	X	-	1400	1114031051
			Tue :	X	X	-		
			Wed:	X	X	-		
			Thu :	X	X	-		
			Fri :	X	X	-		
			Sat :	-	-	-		
			Sun :	-	-	-		

Site Name and Address: Palm Springs Family Care Center
1515 N. Sunrise Way. Palm Springs-92262

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92258, 92262, 92264, 92282	X Urban	X Medical X Health Education	Mon:	X	X	-	1000	1386758225
			Tue :	X	X	-		
			Wed:	X	X	-		
			Thu :	X	X	-		
			Fri :	X	X	-		
			Sat :	-	-	-		
			Sun :	-	-	-		

Site Name and Address: Banning Family Care Center.
3055 West Ramsey Banning-92220

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92230, 92220, 92223, 92549	X Suburban	X Medical X Health Education	Mon:	X	X	-	1200	1346353679
			Tue :	X	X	-		
			Wed:	X	X	-		
			Thu :	X	X	-		
			Fri :	X	X	-		
			Sat :	-	-	-		
			Sun :	-	-	-		

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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

Site Name and Address: Jurupa Family Care Center.
9415 Mission Blvd. Riverside 92509

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92509, 91752	X Suburban	X Medical	Mon:	X	X	-	1000	1871607713
			Tue:	X	X	-		
		X Health Education	Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Site Name and Address: Perris Family Care Center.
308 E. San Jacinto. Perris-92570

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92567, 92579, 92571, 92584, 92585, 92586, 92587	X Urban	X Medical	Mon:	X	X	-	1200	1194839035
			Tue:	X	X	-		
		X Health Education	Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Site Name and Address: Lake Elsinore Family Care Center. 2499 East Lakeshore Dr. Lake Elsinore-92530

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92530, 92532, 92595, 92562, 92563, 92590, 92591, 92592.	X Urban	X Medical	Mon:	X	X	-	2500	1396859179
			Tue:	X	X	-		
		X Health Education	Wed:	X	X	-		
			Thu:	X	X	-		
			Fri:	X	X	-		
			Sat:	-	-	-		
			Sun:	-	-	-		

Agency Number: 754

Agency Name: Community Health Agency - County of Riverside

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

Site Name and Address: Community Health Agency County of Riverside-Admin Site, 4065 County Circle Dr. P.O. Box7600 Riverside-92513

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
0	X Urban X Admin Office		Mon:	X	X	-	0	0
			Tue :	X	X	-		
			Wed:	X	X	-		
			Thu :	X	X	-		
			Fri :	-	-	-		
			Sat :	-	-	-		
			Sun :	-	-	-		

Site Name and Address: Rubidoux Family Care Center, 5256 Mission Blvd. Riverside 92509

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2012	NPI Number	
			Days	AM	PM			Evn
92509, 91752	X Suburban X Health Education	X Medical	Mon:	X	X	-	700	1356455299
			Tue :	X	X	-		
			Wed:	X	X	-		
			Thu :	X	X	-		
			Fri :	X	X	-		
			Sat :	-	-	-		
			Sun :	-	-	-		

Total

0 12000

Family Planning Services Budget Summary

Attachment B

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Subrecipient Matching requirement is at least \$48,125

<u>Budget Category</u>	<u>Total Amount Required</u>	<u>Applicant and Other</u>	<u>Source of Fund Allocated from CFHC</u>
Salaries and Wages			
Physician	651,392	651,392	0
Mid-Level Practitioners	426,219	426,219	0
Other Health Personnel	464,350	221,870	242,480
Ancillary Personnel	0	0	0
Administration Staff	101,981	57,759	44,222
Fringe Benefits	727,110	601,231	125,879
Fringe Benefits Adjustments	0	0	0
Total Personnel Service	<u>2,371,052</u>	<u>1,958,471</u>	<u>412,581</u>
Patient Care			
Clinical Services	0	0	0
Laboratory Services	700,000	700,000	0
Total Patient Care	<u>700,000</u>	<u>700,000</u>	<u>0</u>
Equipment			
Equipment	0	0	0
Total Equipment	<u>0</u>	<u>0</u>	<u>0</u>
Other Costs			
Consultants	0	0	0
Medical Supplies	307,345	300,000	7,345
Office Supplies	43,572	37,000	6,572
Duplication and Printing	5,000	3,500	1,500
Health and Educational Supplies	10,850	9,000	1,850
Utilities and Communication	9,000	9,000	0
Travel Expense	25,350	15,200	10,150
Lease/Rental Expense	5,000	5,000	0
Other Expense	55,040	55,040	0
Approved Indirect Cost	210,318	169,060	41,258
Total Other Costs	<u>671,475</u>	<u>602,800</u>	<u>68,675</u>
Total Budget	3,742,527	3,261,271	481,256
CY 2012 Approved Title X Allocation			481,256

Family Planning Services Budget Summary

Attachment B

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

<u>Summary of Applicant and Other Sources</u>	<u>Amount</u>
---	---------------

General Funds (Agency Fund)	140,000
Donations (Cash or In-kind)	0
Total Applicant Funds	<u>140,000</u>
Family PACT Fee	
Family PACT Fee For Service	2,976,271
Total Family PACT Fee	<u>2,976,271</u>
Medi-CAL	
Medi-CAL	25,000
Total Medi-CAL	<u>25,000</u>
Other Federal Grants	
Medicaid	0
Medicare (Title XVIII)	0
MCH Block Grant (Title V)	0
Bureau of Primary Health Care (330 Grant)	0
Total Other Federal Grants	<u>0</u>
State Government Grants	
State Grants (Specify):	
State Gov. Grant	0
Total State Government Grants	<u>0</u>
Local Government Grants	
Local Grants (Specify):	
Information and Education	100,000
Total Local Government Grants	<u>100,000</u>
Private Grants	
Private Grant	0
Total Private Grants	<u>0</u>
Third Party Payers	
Patient Fees	10,000
Private Health Insurance	10,000
Total Third Party Payers	<u>20,000</u>
Total Applicant and Other Source of Revenue	3,261,271

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1365

Attachment B

Site Name: Riverside Neighborhood Health Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside
Site Number: 1366
Site Name: Indio Family Care Center
Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Agency Number: 754

Attachment B

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1368

Attachment B

Site Name: Corona Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1369

Attachment B

Site Name: Hemet Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1370

Attachment B

Site Name: Palm Springs Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1623

Attachment B

Site Name: Banning Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1847

Attachment B

Site Name: Jurupa Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1993

Attachment B

Site Name: Perris Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 1995

Attachment B

Site Name: Lake Elsinore Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 9202

Attachment B

Site Name: Community Health Agency County of Riverside - Admin Site

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	129,480
Ancillary Personnel	0
Administration Staff	44,222
Total Salaries and Wages	173,702
Fringe Benefits	75,740
Fringe Benefits Adjustments	0
Total Fringe Benefits	75,740
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	7,345
Office Supplies	6,572
Duplication and Printing	1,500
Health and Educational Supplies	1,850
Utilities and Communication	0
Travel Expense	4,730
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	41,258
Total Other Costs	63,255
Total CFHC Allocation	312,697

Agency Name: Community Health Agency - County of Riverside

Agency Number: 754

Site Number: 9204

Attachment B

Site Name: Rubidoux Family Care Center

Budget Period: Start Date: 1/1/2012 Ending Date: 12/31/2012

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	11,300
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	11,300
Fringe Benefits	5,014
Fringe Benefits Adjustments	0
Total Fringe Benefits	5,014
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	542
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	542
Total CFHC Allocation	16,856

Cost Allocation Methodology Policy Statement

1. Please enter the following for your Cost Allocation:

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

Riverside County Department of Public Health clinics provide Family Planning services to about 28% of the total number of clients seen at the clinics. All Title X funds are used in the administration of the program or the Outreach and Partnering programs. The Full Time Equivalent based on a 40 hour work week is used for salaries and benefits. We have 10 full time employees and 3 part time employees. The salary and fringe benefits costs that are not covered by Title X, are covered by the County Health Department. The majority of Title X funds go towards salaries for the staff that perform the administration duties of the program or the Outreach and Partnering programs. A portion is spent on office supplies, duplicating and printing, health and education supplies and other costs as listed in the budget details. Office supplies and printing is based on administrative personnel, other health professionals, and other ancillary personnel working on Title X using 64.8 budgeted FTEs. Health and education supplies is based on a 2009 average of health/education supplies per patient (\$.12 x 15,442 patients = \$1,850). The Indirect Cost is within the approved amount for CFHC, and it is calculated as 10% of salaries and benefits. Other Cost Category/medical supplies is allocated for the purchase of condoms for use at outreach events, WIC sites and Parolee events for the purpose of STD and Pregnancy prevention. The cost allocation is based on usage at such events during the previous year. For medical supplies, this is based on a 2010 average of medical supplies per patient (\$.34 x 21,603 patients = \$7,345). Travel expenses include in-state travel to 3 conferences including the Title X Annual Business Conference in Los Angeles, the Women's Health Conference in San Francisco, and the Contraceptive Technology Conference in San Francisco. Total costs for the 3 conferences for essential personnel is \$4,181 which includes transportation, lodging, and per diem allowances. The remaining \$5,969 is for personnel site-to-site mileage required to adequately staff Riverside County clinics to achieve Family Planning Title X grant objectives. All staff has time sheets delineating the hours worked each day. The staff also keeps productivity logs accounting for the time and number of clients seen at each location and program. The funds are cost distributed to each clinic site based on the staff activities recorded on the productivity logs. An example is a nurse seeing clients at a WIC site and making appointments for these clients at a specific clinic site close to the WIC office or the client's home address. This time will be cost distributed to Title X funds for that specific clinic site. No Title X funds are spent on direct patient care. Any patients with borderline eligibility for Family PACT are covered at County cost. The Family Planning clients make up approximately 28% of the total clinic business and the majority are covered by Family PACT. The clinic staff cost distribute to the Family Planning cost center budget based on this calculation. The Cost Allocation is base on Medi-Cal fee schedule/rate plus 15%.

2. Out of State Travel Justification

None

3. Does your agency provide abortions?

TAB No **MAB** No

If Yes, please provide a brief description of how your agency maintains segregation of complete funds between abortion services and family planning:

Not Applicable

1. Report Submission.

All reports must be received by CFHC on the date designated no later than 5:00 p.m. Pacific Standard Time ("PST") if the report is submitted on paper and 11:59 p.m. PST if the report is submitted electronically. If the due date occurs on a weekend day or a designated federal holiday, the report will then become due by the following closest business day.

2. Requests for Extension.

Extension requests will be granted only for extenuating circumstances. Extension requests must specify the report for which the extension is needed, and must be submitted to CFHC and approved prior to the report due date. An extension is valid only for the report specified in the extension request. Extensions will not be granted for reports that are due beyond the current reporting period. If an extension request is denied, Subrecipient must adhere to original report due date.

3. Contacts for Submission.

- a. Program or Progress reports must be submitted in writing to the designated Area Manager.
- b. Financial Reports must be submitted in writing to the designated accountant.

4. Failure to Comply with Reporting Requirements.

Failure to meet a report deadline and/or submission of a report that is incomplete in a material respect is a violation of the Subrecipient Agreement. Failure to comply with reporting requirements may result in additional scrutiny of Subrecipient by CFHC and may disqualify Subrecipient from any supplemental funding that becomes available to CFHC. As stated in the Subrecipient Agreement, if Subrecipient fails to submit a report or submits an incomplete report, CFHC may:

- a. Suspend reimbursement from CFHC to Subrecipient until submission and approval of all incomplete and/or late reports (Article VI, Section A.3).
- b. terminate a Subrecipient Agreement if the Subrecipient fails to comply with reporting requirements, and fails to comply within the cure period, which may be extended in the sole discretion of CFHC (Article X, Section A.1.a and A.1.b).

5. Reporting Deadlines

Subrecipient will provide the following reports by the deadlines listed herein:

Attachment C: Reporting Requirements

Report Title	Frequency of Submission	Due Date
<p>Family Planning Services Semi-Annual Progress Report (by County)</p> <p>Submitted electronically at www.cfhc.org</p>	Semi-Annual	<p>25th of the month following the period reported for the data that is not submitted monthly. For January, February, March, April, May and June DUE: July 25</p> <p>For July, August, September, October, November and December DUE: January 25, 2013</p>
<p>Statement of Revenue and Expenditure Report (includes submission of General Ledger backup of Title X expenditures only)</p> <p>Submitted electronically at www.cfhc.org</p>	Quarterly	<p>25th of the month following the period reported For January, February and March DUE: April 25</p> <p>For April, May and June DUE: July 25</p> <p>For July, August and September DUE: October 25</p> <p>For October, November and December DUE: January 25, 2013</p>
<p>Financial Status Report (FSR) Submitted to the Finance Division</p>	Annual	<p>45 days following the close of the Contract period DUE: February 15, 2013</p>
<p>Equipment Inventory Submitted to the Finance Division</p>	Annual	<p>45 days following the close of the Contract period DUE: February 15, 2013</p>
<p>Annual External Audit and A-133 Audit if applicable Submitted to the Finance Division</p>	Annual	<p>30 day after completion of audit(s) or nine months after the end of the audit period</p>
<p>Family Planning Sliding Fee Scale</p>	Annual	<p>Due April 30</p>
<p>Centralized Data System (CDS) submission Submitted electronically at www.cfhc.org</p>	Monthly	<p>25th of the month following the period reported</p>
<p>Special Reports, surveys and questionnaires as may be requested by CFHC or its funding source</p>	Specified Date	<p>Specified Date</p>

**CALIFORNIA FAMILY HEALTH COUNCIL
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, California Family Health Council (CFHC) does not provide Title X funding at any family planning project to promote or provide abortion as a method of family planning.

CFHC 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:
 - a. prenatal care and delivery;
 - b. infant care, foster care, or adoption; and
 - c. pregnancy termination
2. Providing neutral and factual information about all of the above-listed options, including abortion services.
3. 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 on each Title X program monitoring visit from CFHC in order to verify that Title X activities and abortion services are separate and distinct:

<u>Activity</u>	<u>Responsible Person</u>
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. CFHC Lead 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 facility.	2. CFHC Medical Specialists and CFHC Area Managers

**CALIFORNIA FAMILY HEALTH COUNCIL
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 CFHC 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. CFHC will conduct a site review of the proposed abortion services site 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 facility.
 3. Verification that abortion information is not presented as a method of family planning during Title X family planning client education.
- D. CFHC will summarize site review findings and a letter 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.