

FISCAL SPONSORSHIP AGREEMENT

This is an agreement made on April 12, 2022 by and between Sojourns Community Health Clinic and the National Association of Certified Professional Midwives (NACPM).

The Sponsor: Sojourns Community Health Clinic is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"). It is formed for charitable purposes, which include increasing accessibility to high quality health care.

The Sponsored Organization: NACPM is an incorporated trade organization, exempt from federal tax under section 501(c)(6), formed for the purpose to significantly increase childbearing people's access to midwives by supporting the work and practice of Certified Professional Midwives (CPM).

The Project: NACPM represents CPMs in the U.S. As holders of one of three nationally recognized midwife credentials, CPMs are primary perinatal care providers. They provide unique and critical access to normal physiologic birth, which profoundly benefits birthing people and their newborns. As community-based midwives offering care in homes and free-standing birth centers, CPMs have a vital role to play in providing services in communities most affected by inequities in birth outcomes, where the need is most urgent, the outcomes the poorest, and services currently most limited. Founded in 2001, NACPM directs its influence toward improving outcomes for all childbearing people and their infants; developing, strengthening, and diversifying the profession; and informing public policy with the values inherent in CPM care.

NACPM is committed to safeguarding the right to normal physiologic birth for every childbearing person; ensuring that midwives are the primary perinatal care providers in the United States; securing a place in the perinatal care system for the unique and valuable services of CPMs; supporting excellence and innovation in midwifery education; eliminating unconscionable disparities in birth outcomes for people of color and Indigenous people; investing in a strong, racially, ethnically and socially representative CPM workforce to meet the urgent needs of childbearing people; and influencing state and national policy to improve outcomes in all birth settings throughout the U.S. Our work encompasses a range of approaches, including professional development for midwives; partnership with other perinatal care professionals and organizations, person-of-color led initiatives, and other stakeholders; causing systemic change through state and federal policy initiatives; and critical direct support for student midwives to grow and diversify the midwifery workforce.

NACPM secures funding from individual donors and foundations around the country and uses these funds to support general operations and projects to fulfill our purpose and commitments, and to implement the program as described above.

BY ENTERING INTO THIS AGREEMENT, the parties agree to the following terms and conditions:


1. Receipt of funds: Sojourns Community Health Clinic agrees to receive grants, contributions and gifts in amounts of \$1000 and above to be used for the Project, and to make those funds available to the NACPM.
2. Acknowledgement of charitable donations on behalf of the Sponsored Organization: Sojourns Community Health Clinic agrees that all grants, charitable contributions and gifts of \$1000 and above which it receives for the NACPM will be reported as contributions to the Sponsor as required by law, and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under Section 501(C)(3) to the donor. Sojourns Community Health Clinic agrees to notify the NACPM of any change in its tax-exempt status.
3. Protection of tax-exempt status: NACPM agrees not to use funds received from Sojourns in any way which would jeopardize the tax-exempt status of Sojourns Community Health Clinic. The NACPM agrees to comply with any written request by the Sponsor that it cease activities which might jeopardize the Sponsor's tax status, and further agrees that the Sponsor's obligation to make funds available to its is suspended in the event that it fails to comply with any such request.
4. Use of funds: Sojourns Community Health Clinic authorizes the NACPM to use funds received from the Sponsor, solely for the project described above, and NACPM shall repay to Sojourns Community Health Center any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by Sojourns Community Health Clinic before implementation. Sojourns Community Health Clinic retains the right, if the NACPM breaches this Agreement, or if the NACPM jeopardizes Sojourns Community Health Clinic's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
5. Financial accounting and reporting: The Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles.
6. Administrative Fee: An administrative charge of 5 percent (5%) of all amounts paid to NACPM from the restricted fund shall be deducted by Sojourns Community Health Clinic to defray the Sponsor's costs of administering the restricted fund and this Sponsorship Agreement.
7. Distinct Organizations: The NACPM shall provide Sojourns Community Health Clinic with its governing documents or other satisfactory documentation to demonstrate the NACPM's legal and tax status and their separate existence as an organization.

Nothing in this Agreement shall constitute the naming of the National Association of Certified Professional Midwives as an agent or legal representative of Sojourns Community Health Clinic for any purpose whatsoever, except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the NACPM shall make no such representation to anyone.

8. Governance: Authority to manage the programmatic activities of the Project is delegated to NACPM, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors.
9. Indemnification: The NACPM hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Sojourns Community Health Clinic, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of NACPM, its employees or agents, in applying for or accepting the grant, in expending or apply the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Sojourns Community Health Clinic, its officers, directors, trustees, employees or agents.
10. Term: The term of this Agreement shall be for one year, ending April 11, 2023, and may be renewed upon consent of both parties.
11. Termination: Either party may terminate this Agreement with 30 days written notice by email. If to Sojourns, at sara.allen@sojourns.org. If to NACPM, at president@nacpm.org.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter thereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the 12th day of April, 2022.

By:  Dated: 4/12/2022
Sara Allen, MA, Executive Director, Sojourns Community Health Clinic

By: _____ Dated: _____
Khailylah ("Kiki"), LM, CPM, President, NACPM