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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: AUGUST 2, 2019

Recording Requested By:

Name: LESLEE F/SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CORRECTED CONTRACT #2019.124

(Title of Document)

**RE-RECORDED TO SUPERSEDE DOC #2019-932131
TO INCLUDE ALL RELATED PARTY SIGNATURES**



CITY OF CARSON CITY

HD #: N/A
Budget Account: 6807
Category: N/A
GL: N/A
Job Number: N/A

NOTICE OF SUBGRANT AWARD

Program Name: City of Carson City		Subgrantee Name: Douglas County DBA Douglas County Community Health	
Address: 201 N Carson Street Carson City, NV 89701		Address: PO Box 218 Minden, NV 89423	
Subgrant Period: April 1, 2019-March 31, 2020		Subgrantee's: EIN: 88-6000031 Vendor #: 0008067 Dun & Bradstreet: 010984979	
Purpose of Award: Title X Family Planning Project		NO. 2019-124 8-2-19 DATE DOUGLAS COUNTY CLERK MINDEN, NV BY: [Signature] DEPUTY	
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Douglas County			
Approved Budget Categories:		Disbursement of funds will be as follows:	
1. Personnel	\$ 52,606.00	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$52,606.00 during the subgrant period.	
2. Travel	\$		
3. Operating	\$		
4. Equipment	\$		
5. Contractual/Consultant	\$		
6. Training	\$		
7. Other	\$		
Total Cost:	\$ 52,606.00		
Source of Funds:		% Funds:	CFDA:
1. Title X Family Planning		100	93.217
		FAIN:	Federal Grant #:
		FPHA006449	FPHA006449-01-00
Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
Incorporated Documents: Section A: Subgrantee Agreement Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements as included in the subgrantee agreement; Section D: Request for Reimbursement; Section E: Business Associate Agreement			
Patrick Cates County Manager	[Signature]	Signature	Date 5/21/19
Authorized Subgrantee Official Barry Penzel, Commission Chair	[Signature]		5/16/19
Veronica Galas, Program Manager Title X Family Planning	[Signature]		6-3-19
Nicki Aaker, Director	[Signature]		6-4-19
Nancy Paulson, City Manager	[Signature]		6/7/19



**FAMILY PLANNING GRANT PROGRAM
SUBGRANT AGREEMENT FY 2020
CARSON CITY, NEVADA**

THIS AGREEMENT is entered into by and between **Carson City**, a consolidated city-county government existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "Grantee") and **Douglas County, Nevada**, (hereinafter referred to as the "Subgrantee").

WITNESSETH:

WHEREAS, the Grantee is the recipient of Title X Grant Funds, and a certain portion of those funds are designated for public family planning services in Douglas County; and

WHEREAS, Grantee has adopted a Work Plan (Attachment 1) as well as CCHHS Title X Program Standards and Policy Manual (Attachment 2) which identifies and addresses these very public service needs; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, Grantee is undertaking certain activities, programs and services necessary for the planning, implementation or execution of the Work Plan to address the public service needs; and

WHEREAS, the Programs outlined in this Agreement have been designated by the Grantee as consistent with the Work Plan objectives of family planning care or access to such services, which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents). The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children; and

WHEREAS, Carson City is the designated Grantee on this Agreement, having accepted a Title X – Population Research and Voluntary Family Planning Programs” grant, awarded to the Grantee by the United States Department of Health and Human Services under Section 1001 of the Public Health Service Act, 42, U.S.C. 300, et. Seq.,.

WHEREAS, Grantee desires to pass through funds to the Subgrantee Agency in an amount up to **\$52,606.00 from April 1, 2019 – March 31, 2020** to assist the Subgrantee in meeting the requirements under the Work Plan; and,

WHEREAS, the Subgrantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Subgrantee agrees to abide by the terms and conditions of this Agreement.

WHEREAS, the parties agree that all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below:

GRANTEE

City of Carson City
Nicki Aaker, Grantee Authorizing Official
201 N. Carson St.
Carson City, NV 89701
775-887-2190

SUBGRANTEE

Douglas County
Karen Beckerbauer, Social Services Manager
PO Box 218
Minden, NV 89423
(775) 782-9825
(775) 782-9874 - fax

NOW, THEREFORE, the parties agree as follows:

A. TERM

The term of this Agreement shall be retroactive to of **April 1, 2019** and shall terminate **March 31, 2020**. The current Project period and budget period ends March 31, 2020. Funding for additional annual budget periods will be contingent on continued funding being obtained.

B. SCOPE OF WORK

1. Any desired changes to the Scope of Work must be submitted to the Grantee in writing for review and approval. If approved, the written submittal shall become an amendment to this agreement and be considered incorporated into this agreement.
2. Title X comprehensive family planning services will be provided by the Subgrantee to 800 unduplicated clients. At a minimum, family planning services provided by the Subgrantee should include contraceptive services, pregnancy testing and counseling, assistance with achieving pregnancy, basic infertility services, preconception health, and STI services.
3. Subgrantee's employees or agents must be trained and equipped to offer these services. Subgrantee is also expected to ensure family planning clients have access to related and other preventive health services on-site or by referral as defined below:
 - a. **Related Preventive Health Services** are considered to be beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy (e.g., breast and cervical cancer screening). Subgrantee's employees and agents should be trained and equipped to offer these services onsite or by referral.
 - b. **Other Preventive Health Services** include preventive services for women that are not listed above as well as preventive services for men. Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis are examples of this type of service. Although important in the context of primary care, these have no direct link to family planning services. These services should be made available by referral for clients without another source of primary care.

4. In the performance of its duties under this agreement, Subgrantee represents, agrees, and warrants that it will maintain strict compliance with:
- a. The functions and services identified in the Title X Work Plan as it applies to Douglas County (attached as Attachment 1, CCHHS Title X Program Standards and Policy Manual as Attachment 2 and incorporated into this document). Comprehensive family planning services provided as part of this Agreement shall assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services.
 - b. The intent of the Title X Family Planning Program, in that clients served must be in need of the Services. Sterilization is not funded under this agreement.
 - c. Providing services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status or durational residency.
 - d. Not providing abortions and not providing abortions as a method of family planning.
 - e. Title X funds shall not be used in whole or in part to advocate or promote gun control.
 - f. Title X Assurances including, without limitation, the rules and regulations contained in the Code of Federal Regulation ("**CFR**") 2 CFR Part 200 and 45 CFR Part 75.
 - g. The standards established as found on the Office of Populations Affairs website regarding Title X.
 - h. Subpart A, Part 59, of the Title X Rules and Regulations, Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other DHHS rule or regulation governing the provision of the Services or the performance of the Subgrantee under this agreement.
 - i. The definition of "**Program Income**" as defined in the Office of Management and Budget ("**OMB**") Circular A-110.
 - j. The Subgrantee Contribution means the amount of total revenue exclusive of Title X income. It includes Program Income (i.e. third party payments for services and patient collection fees), donations, Title V (MCH Block Grant), local and State government contributions, agency in-kind and agency contributions. The Subgrantee Contribution, including in-kind, can only be from non-Federal funds excluding Title V, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. The Subgrantee Contribution must be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds.

- k. The Title X grant is the payer of last resort. Title X funding is not to be used for services that can be reimbursed by other sources such as third party payers, state, or other federal programs. It is expected that a large portion of the family planning program's revenue will come from third party payments, revenues received from client fees and client donations, and agency contributions. Title X funds may be used to support the provision of family planning clinical services for un- and under-insured clients, staff training and development, Quality Assurance and Quality Improvement activities, participation in performance improvement projects, publicity and outreach, IT support for encounter and fiscal reporting, staff salaries, and other infrastructure costs.
- l. Title X will subsidize services for fertile adults and adolescents in need of family planning services with an income at or below 250% of the current Federal Poverty Level (FPL).
- m. Providing services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
- n. Department of Health and Human Services Title X Regulations found at CFR 42 Part 59.
- o. Program Requirements for Title X Funded Family Planning Projects.
- p. OPA Program Policy Notices.
- q. MMWR Quality Family Planning Program Guidelines.
- r. The Grantee's Title X Program Standards and Policy Manual and all other regulations as applicable.
- s. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
- t. Grantee's Client Data Projections as described in the Project Work Plan.
- u. The Health Insurance Portability and Accountability Act (HIPAA). The parties acknowledge that Subgrantee is a "**covered entity**" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Grantee acknowledges that it may obtain confidential personal health information of patients of Subgrantee in the course of the Grantee's performance under the terms of the Title X grant. "**Confidential personal health information**" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with Subgrantee, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Subgrantee's program. The Grantee agrees to maintain the privacy and confidentiality of information it may obtain in the course of Subgrantee's performance under this Agreement. In addition Subgrantee agrees that:

- i. Any confidential personal health information that Grantee may obtain shall remain the sole property of Subgrantee.
- ii. Grantee shall establish and maintain procedures and controls that are acceptable to Subgrantee to assure that no confidential personal health information contained in its records or obtained from Subgrantee or from others in carrying out its functions under this Agreement shall be used by or disclosed by Grantee, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Agreement.
- iii. Grantee shall not remove any identifying personal health information from Subgrantee's premises.
- iv. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of its duties under this Agreement or to Subgrantee.

C. REPORTING REQUIREMENTS

- 1. Quarterly financial reports must be submitted via email to the Carson City Health and Human Services Fiscal Grants Analyst.
- 2. Family planning annual reporting data must also be submitted on a quarterly basis.
- 3. Encounter data for the Family Planning Annual Report and other needed reporting must be submitted via email to the CCHHS Clinical Services Manager.
- 4. Subgrantee is responsible to ensure that clean and complete encounter data is received by Grantee no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period. Encounter data elements and format are described in the Federal Family Planning Annual Report Requirements (FPAR).
- 5. Additionally, the Subgrantee agrees to provide: a complete financial accounting of all the expenditures to Carson City Health and Human Services fiscal staff no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period and within 30 days of the close of the subgrant period. Any unobligated funds shall be returned to Carson City Health and Human Services at that time, or if not already requested shall be deducted from the final award.
- 6. Subgrantee will submit to Grantee encounter level FPAR data, financial reports and any special project report(s) for the following periods and by the following due dates:

<u>FPAR and Financial Reporting Period</u>	<u>Due Date</u>
April 1, 2019 – June 30, 2019	July 15, 2019
July 1, 2019 – September 30, 2019	October 15, 2019
October 1, 2019 - December 31, 2019	January 15, 2020
January 1, 2020 - March 31, 2020	April 15, 2020

7. Sub grantee will submit to Grantee additional statistical, or program, or expenditure information as requested or required by Carson City Health and Human Services.

D. REQUESTS FOR REIMBURSEMENT

1. Grantee agrees to reimburse monies up to a maximum amount of **\$52,606.00 divided per applicable quarter** during the Term to Subgrantee as for the Services performed in the Scope of Work. Grantee will not reimburse more than 1/12 increments for the Term month to date.

2. The Grantee's total 2019 Family Planning Program Budget which includes all revenues and expenses for Title X-funded site(s) is attached as Attachment 3 and incorporated into this Agreement.

3. Subgrantee agrees to request reimbursement according to the specified schedule for the actual expenses incurred related to the Scope of Work during the subgrant period. Where applicable, quarterly reports are to be brief; mid-year and annual are to be full reports.

4. Reimbursement is contingent upon all of the following:

- a. Grantee's receipt of monies in the amount specified in the Notice of Grant Award for the applicable funding period; Grantee shall inform Subgrantee within three working days of any notice received by it from Grantor of any intent by Grantor to reduce the amount of available funds.

- b. Grantee's sole determination of satisfactory performance of Sub grantee.

- c. Subgrantee's timely submission of financial, encounter, and statistical reports.

- d. Grantee's receipt of all quarterly reports.

- e. Subgrantee must have a financial management system in place to be able to effectively separate out grant funds, revenue, and expenses.

- f. Subgrantee agrees to abide by the rule that Title X funds shall not be used to pay the salary of an individual at a rate in excess of the Federal Executive Level II pay scale amount of \$189,600.

- g. Subgrantee agrees to submit a list of any contractors or independent consultants providing Title X-covered services expected to be performed within 30 days of the execution of this agreement, or 30 days after any subsequent engagement of any subcontractors or independent consultants, and will also provide to Grantee a copy of any relevant contracts or agreements within 30 days. Any work performed by outside entities must be in compliance with all applicable laws and Title X regulations and guidelines.

- h. All family planning program-related money received by Subgrantee is committed to the family planning program and requires Grantee's expenditure approval in the Budget or by subsequent budget modification subject to the limitations of in section E below. In accepting this Agreement, Subgrantee stipulates that the Agreement and any

activities under the Agreement are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Agreement as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 effective December 26, 2014, as amended from time to time.

i. Requests for reimbursement will be accompanied by supporting documentation including a line item description of expenses incurred. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, Agreements, bid/procurement process documentation, lease agreements, agendas, meeting sign-in/attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (AEL), Central Contractor Registry (CCR), Excluded Parties Listing (EPLS) and must be cross referenced to approved budgets.

E. PROGRAM OR BUDGET MODIFICATIONS

1. Any requests to modify this agreement must be submitted in writing by Subgrantee and must be approved by Grantee prior to implementation subject to the Grantee's sole and absolute discretion.
2. Subgrantee must submit written requests for any change in the Project including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, Budget, and/or Agreement. Grantee will determine whether changes require Agreement revision or amendment.
3. Subgrantee must submit Budget modification requests for prior approval by the Grantee in any of the following instances:
 - a. Request for Grantee allocations of additional funds beyond the specified base amount; Grantee requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed.
 - b. Sub-grantee reductions of amounts to be reimbursed; or changes to Budget representing a variance of 10% of any individual Budget category.
 - c. Changes in policies, procedures, and/or forms related to the Project must be submitted in writing to Grantee for approval prior to implementation.
 - d. Sub-grantee must notify Grantee of changes in key clinical or management personnel, including administrative officers and Title X program directors within 15 days of change.

F. PROHIBITION ON LOBBYING

Prohibition on Lobbying: Grant funds may only be used to complete the Scope of Work outlined and may not be used for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).

G. CHARGES, BILLING, AND COLLECTION PROCEDURES

1. Section 8.4 of the Program Requirements and Section 59.5 of the Title X Regulations provide specific characteristics for charging, billing, and collections in a Title X program. To ensure the dignity, accessibility, and confidentiality of family planning services, clients are charged on a sliding fee scale based on federal poverty guidelines. Collection practices must respect the confidentiality of services. At no time may services be denied because of inability to pay. Where confidential services are not requested, eligibility is determined using the minor's family income.
2. The Subgrantee must provide the methodology which allows fees above 250% of the Federal Poverty Level (**FPL**) that approximates their cost of providing Services. Charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5 (a) (8)). These costs should include office visits, lab work and contraceptive supplies. The methodology must be in writing and be both valid and reliable.

H. SPECIAL CONDITIONS OF FUNDING AGENCY

The Subgrantee agrees to abide by and comply with any special conditions imposed by the funding agency. The following are the Title X Program Priorities and Key Issues:

1. 2019 Program Priorities
 - a. Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families. This includes ensuring that grantees have the capacity to support implementation (e.g., through staff training and related systems changes) of the Title X program guidelines throughout their Title X services projects, and that project staff have received training on Title X program requirements.
 - b. Assessing clients' reproductive life plan as part of determining the need for family planning services, and providing preconception services as stipulated in QFP.
 - c. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the 2014 QFP. These services include, but are not limited to, contraceptive services, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning.
 - d. Ensuring that all clients receive contraceptive and other services in a voluntary, client-centered and non-coercive manner in accordance with QFP and Title X requirements.
 - e. Identifying individuals, families, and communities in need, but not currently receiving family planning services, 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.

- f. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
- Incorporation of certified Electronic Health Record (EHR) systems that have the ability to capture family planning data within structured fields.
 - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled.
 - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

2. Key Issues

- a. Incorporation of the 2014 Title X Program Guidelines throughout the proposed service area as demonstrated by written clinical protocols that are in accordance with Title X Requirements and QFP.
- b. Efficiency and effectiveness in program management and operations.
- c. Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC), other pharmaceuticals, and laboratory tests preferably on site.
- d. Establishment and use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use.
- e. Establishment of formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers.
- f. Incorporation of the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings."
- g. Efficient and streamlined electronic data collection (such as for the Family Planning Annual Report (FPAR), reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

I. TRAINING AND TECHNICAL ASSISTANCE

Subgrantee represents and agrees that all staff members, consultants, and contractors working with Title X clients shall receive Title X and family planning training appropriate for each individual's involvement in the Project. Additionally, all Subgrantee staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting and human trafficking. Subgrantee shall be responsible for maintaining a log of training participants to document that Subgrantee's staff members, consultants, and contractors are appropriately trained for the duties they perform. Grantee agrees to provide consultation and technical assistance to Subgrantee as mutually agreed upon in writing by Grantee and Subgrantee, but Grantee shall not be responsible for any conduct of any of Subgrantee's officers, agents, employees, or contractors.

J. DELEGATE'S MEETINGS

Subgrantee must participate in three Delegates' Meetings held during the Term of this Agreement. Subgrantee's staff attending Delegates' Meetings must be persons with managerial responsibilities related to the agreement ("**Authorized Staff**"). Authorized Staff must attend a minimum of two Delegates' Meetings in person. At a minimum, one family planning clinician must attend a clinician training that will coincide with one of the in person Delegates' Meetings. Authorized Staff may participate in the remainder of the meetings by teleconference or webinar.

K. PROPERTY MANAGEMENT

Subgrantee shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Agreement. Subgrantee will be responsible for replacing or repairing equipment for which it is accountable under this Agreement if lost, damaged or destroyed due to the negligence on the part of Subgrantee, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of Grantee to Subgrantee.

L. INDEMNIFICATION AND INSURANCE

Subgrantee shall procure, maintain, and provide proof of coverage of a Medical Malpractice Professional Liability Insurance Policy and such policy shall be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants. Subgrantee shall procure, maintain and provide proof of general liability insurance which shall be written on an occurrence basis insuring the premises and all operations in broad form with a combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Subgrantee will comply with all state requirements for the provision of Workers' Compensation Insurance. The insurance policies referred to above must name the Grantee as an additional insured under each policy.

To the extent provided by Nevada law, Subgrantee shall indemnify, defend, save, and hold harmless the Grantee and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents,

employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

To the extent permitted by law, Subgrantee agrees to reimburse Grantee for any monies which Grantee is required to pay to the Department of Health and Human Services or other agencies of the United States Government or the City of Carson City for any claims arising solely from the failure of Subgrantee to perform in accordance with this Agreement or, local, state, or federal laws and regulations. Grantee will appropriately invoice or file a claim with Subgrantee for any such reimbursement by Subgrantee, and Subgrantee shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to Grantee.

M. PUBLIC SCRUTINY

Subgrantee shall immediately notify Grantee of any claims or lawsuits or any situations involving Title X clients or resources in which the Project may undergo any public scrutiny.

N. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST

The parties hereto agree that Subgrantee, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Grantee. Subgrantee warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between Subgrantee's officers, agents or employees. Subgrantee shall prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. If the Grantee concludes in its sole and absolute discretion that a conflict of interest exists or if Subgrantee's officers, agents or employees violate the terms of this section, the Grantee may terminate this Subgrant Agreement.

O. PERSONNEL

Subgrantee's officers, agents, or employees shall not deploy themselves so as to receive multiple payments from Grantee or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to Subgrantee or its officers, agents or employees. If Grantee concludes in its sole and absolute discretion that Subgrantee or its officers, agents or employees have violated the terms of this section, the Grantee may terminate this Agreement.

P. ASSIGNMENT

Subgrantee may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Agreement without the written consent of the Grantee. Any such assignment shall comply with all applicable state and federal regulations or statutes.

Q. LICENSES

Subgrantee and each of its employees, agents and contractors shall obtain and maintain during the Term of this Agreement all appropriate licenses required by law for the operation of its facilities and for the provision of Services hereunder.

R. TERMINATION OF AGREEMENT

If, through any cause, Subgrantee shall materially fail to fulfill in a timely and proper manner its obligations under this Agreement; if the Subgrantee shall materially violate any of the covenants, agreements, or stipulations; or, if the funding CCHHS receives is terminated or reduced, the Grantee shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the Subgrantee of such termination and specifying the effective termination date. Said termination shall not be deemed a breach of contract by Grantee. Such notice may provide for a minimum of 10 days during which Subgrantee shall have the opportunity to cure deficiencies as stipulated by Grantee.

If Subgrantee has an unencumbered balance of cash disbursed under this Agreement at the close of the term, then that cash balance must be returned to Grantee. If Subgrantee is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Subgrantee, Subgrantee shall have the right to terminate this Agreement by giving written notice to Grantee signifying the effective date.

Subgrantee may terminate this Agreement for any other reason by providing Grantee with at least 90 days written notice. In the event of termination of this Agreement, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by Subgrantee under this Agreement shall, at the option of Grantee, become its property or be disposed of in accordance with Grantee's procedures or instructions; and Subgrantee shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement.

Notwithstanding the above, Subgrantee shall not be relieved of liability to Grantee for damages sustained by Grantee by virtue of any material breach of this Agreement that is incurred by Subgrantee and Grantee may withhold any reimbursement to Subgrantee for the purpose of offset until such time as the exact amount of damages, if any, due the Grantee from Subgrantee is agreed upon or otherwise determined. Final payment to the Subgrantee is contingent upon the Subgrantee completing closeout procedures.

S. GOVERNING LAW AND COMPLIANCE WITH ALL LAWS

The parties shall comply with all federal, state, and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Agreement and the laws and regulations of the state of organization of the Subgrantee, that are not inconsistent with applicable federal laws.

Any action relating to this Agreement shall be brought in a court of the State of Nevada in the county in which the Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Subgrantee's obligation under the Agreement during the Term shall apply but do not require an amendment.

T. TERMINATION DUE TO NON APPROPRIATION

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated by Grantee if Subgrantee's governing body does not appropriate sufficient monies to provide the Services or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. In such an event, Subgrantee will notify Grantee of its inability to appropriate the requisite funds and Grantee may, at its discretion, terminate this Agreement pursuant the termination provisions set forth

above.

U. INTANGIBLE PROPERTY AND COPYRIGHT

Subgrantee will ensure that publications developed under the Project do not contain information that is contrary to Program Requirements or to accepted clinical practice. Federal and Grantee grant support must be acknowledged in any publication. Subgrantee will obtain pre-approval from the Grantee for publications resulting from activities conducted under this Agreement. Subgrantee will also provide all publications referencing the Grantee to the Grantee for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "**publication**" is defined to include computer software. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Grantee to reproduce, publish, or otherwise use such materials for Federal or Grantee purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].

V. INVENTIONS OR DISCOVERIES

The Projects undertaken pursuant to this Agreement must comply with government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.

W. ALTERATION OF TERMS

The Agreement, together with all attachments, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No amendment of, addition to, or alteration of the Terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in a writing that is formally approved and executed by the parties or as otherwise provided in this Agreement.

X. GENERAL TERMS AND CONDITIONS

Subgrantee agrees to accept additional conditions imposed by the Department of Health and Human Services governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by the Department of Health and Human Services. The Grantee shall provide prompt written notice to Subgrantee of such conditions.

Subgrantee understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Agreement.

Y. ATTACHMENTS

All Attachments to this Agreement are incorporated by reference, whether specifically mentioned in a paragraph, or generally by this reference.

Z. EXECUTION

This Agreement shall not be effective until it has been approved as required by the governing bodies of the parties and signed by the persons having executory powers for the parties.

CITY OF CARSON CITY

By: Nancy Paulson
Nancy Paulson, City Manager

Attest: Aubrey Rowlett
Aubrey Rowlett,
Clerk-Recorder

CARSON CITY HEALTH AND HUMAN SERVICES

By: Nicki Aaker
Nicki Aaker, Director

DOUGLAS COUNTY

By: Patrick Cates
Patrick Cates County Manager

By: Barry Penzel
Barry Penzel, Commission Chair

By: Karen Beckerbauer
Karen Beckerbauer, Douglas County Social Services Manager

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

2nd day of August 2019

By: [Signature] Deputy