

Recorder's Office Cover Sheet

Recording Requested By:

Name: Wendy Garrison

Department: China Spring Youth Camp



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

11/7/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

**CONTRACT FOR PROFESSIONAL SERVICES
BY AN INDEPENDENT CONTRACTOR**

BY MP DEPUTY

A CONTRACT BETWEEN
DOUGLAS COUNTY (CHINA SPRING YOUTH CAMP)
AND
CARLA FARNWORTH, MSN, FNP-BC, PMHNP-BC, ACNP-BC

Douglas County, a political subdivision of the State of Nevada, operates the China Spring Youth Camp, and from time to time requires the services of independent contractors; and

The services of the Contractor specified in this agreement are both necessary and desirable and in the best interests of China Spring Youth Camp; and

The Contractor represents she is duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the services described.

In consideration of the agreements made, the parties mutually agree as follows:

1. TERM & EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless it is approved and signed by both Parties. Unless earlier terminated in accordance with the terms herein, the contract shall be effective through June 30, 2025.

2. SERVICES TO BE PERFORMED. The parties agree the services to be performed are as follows: Contractor agrees to provide psychiatric services for juveniles at the China Spring Youth Camp. Such services will include medication management and treatment planning consultation at the China Spring Youth Camp. Services will be provided upon request of the China Spring Director or designee. Individual patient sessions will be provided to juveniles upon request of the Director. All counseling will take place at the China Spring Youth Camp unless the Director (or Director's designee) approves a remote appearance through a secure platform on a case-by-case basis.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis in a total amount not to exceed Forty-Nine Thousand Dollars (\$49,000), as follows:

- a. Contractor will charge \$150 per youth for patient services.
- b. Contractor may charge \$100 per occurrence Professional Consultation for acute mental health assessment at the request of the Director.
- c. Contractor may charge \$250 for staff training at the request of the Director.

Contractor agrees to bill the County based on the actual hours spent by Contractor to perform the Services referenced in Paragraph 2. Contractor will not be reimbursed or paid for transportation time or expenses; insurance costs; materials purchased; or other expenses incurred in the performance of the services set forth in Paragraph 2. Contractor agrees to submit Monthly to the Camp, which will be paid by the County within thirty (30) days. As a precondition to receiving any payment from the County, Contractor shall complete and keep current all tax identification and other vendor registration forms required by the Finance Department.

4. LICENSING. Contractor agrees to maintain all required licenses to perform any services for County. At a minimum this includes the requirement for Contractor to maintain Licensure and Contractor shall remain registered with Medicaid for the duration of this Contract. Failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five (5) business days after Contractor becomes aware of the claim, complaint or investigation.

5. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

6. INDUSTRIAL INSURANCE. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions and provisions

7. TERMINATION OF CONTRACT. This contract may be terminated without cause by either party, provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. Contractor shall be paid for all services rendered up to the effective date of termination.

8. PROFESSIONAL AND GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general and professional liability and malpractice insurance in the minimum amounts of \$1,000,000 each during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

9. FISCAL FUNDING OUT. All payments under this contract are contingent upon the availability of the necessary funds to the China Spring Youth Camp. In the event sufficient funds, as determined by the China Spring Youth Camp, are not available for any reason, the China Spring Youth Camp shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the China Spring Youth Camp to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the China Spring Youth Camp under this contract that are not paid to Contractor shall automatically revert to the China Spring Youth Camp's discretionary control upon the completion, termination, or cancellation of the agreement. The China Spring Youth Camp and the County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

10. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter

in interpreting or enforcing the Contract. The Contract Documents consist of this document. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws. Contractor shall fully and completely comply with all Prison Rape Elimination Act (PREA) requirements, including but not limited to: notifying Douglas County in the event of any adjudication or conviction (see Attachment B), submitting to fingerprinting and background check requirements every five years, yearly completion of PREA training, and yearly completion of State of Nevada, Child Abuse Neglect Check (CAN) information. Additionally, Contractor shall fully and completely comply with all statutory requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Public Law 104-191. 45 CFR 160 et. seq. This requirement shall include, but not be limited to, that the Contractor must establish and/or maintain safeguards of protected health information to prevent impermissible uses and disclosures of protected health information, and to allow patient access to their protected health information when requested.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

13. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Director, China Spring Youth Camp
Post Office Box 218
Minden, Nevada 89423

To Contractor: Carla Farnworth
199 Pasture Dr.
Carson City, NV 89701

14. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities. The documented reviews shall be conducted at least quarterly to address: (1) the quality of service delivery; (2) the appropriateness of services; (3) Patterns of service utilization; and (4) Model fidelity, when an evidence-based practice is identified,

which might include frequency of services, delivery of specific curriculum, or implementation of specific protocols for handling particular behaviors. Contractor understands the requirement of CSYC to comply with CARF, in order to maintain its accreditation, and will cooperate with CSYC to conduct these reviews.

15. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County; unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County. Such materials are limited to those provided by the County to the Contractor.

16. PUBLIC RECORDS LAW. Contractor expressly agrees all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada (and properly marked by Contractor as confidential pursuant to such statute), shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions. for damages or any other relief. in any administrative or judicial forum, against the County or any of its officers or employees. in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

17. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

18. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby

Carla Farnworth
Carla Farnworth, APRN CNP

9-6-23
Date

Jenifer Davidson
Jenifer Davidson
Douglas County Manager

11/3/23
Date

COOPER

AFFIDAVIT

I, Carla Farnworth on behalf of myself, being duly sworn, do hereby affirm under penalty of perjury that the assertions of this affidavit are true.

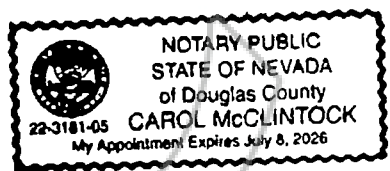
- 1. I am a Sole Proprietor.
- 2. I will not use the services of any employees in the performance of this contract.
- 3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 5. I release Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 6th day of, September 2023
 Signature Carla Farnworth

STATE OF NEVADA)
)ss
 DOUGLAS COUNTY)

On 9.6.23, Carla Farnworth personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she executed the foregoing affidavit.

Carol McClintock
 NOTARY PUBLIC



Addendum A

FEDERAL REGULATIONS FOR PROFESSIONAL SERVICES FUNDED FROM FEDERAL FUNDS

1. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated, including, without limitation, 31 CFR Part 35 and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

2. SUSPENSION AND DEBARMENT CERTIFICATION In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

3. CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in

the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

4. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. Buy American (when appropriate). Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work.

6. Davis-Bacon Act (when appropriate). Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. §145) as supplemented by Department of Labor regulations (29 CFR Part 3) Contractors and Subcontractors in Public Buildings or Public Work Financed in Whole or in Part by Federal Funds. Contractors are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. CLEAN AIR AND WATER ACTS. Clean Air Act (42 U.S.C. §§ 1701-1751q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Contracts and subgrants of amounts in excess of One Hundred Fifty Thousand and No 100 Dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 1701-1751q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed or deposited with the County by Contractor unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0 039, or any governmental entity. Contractor expressly and indefinitely waives all of his/her its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

9. FEDERAL CHANGES. The Contractor shall at all times comply with all applicable laws, regulations, policies, procedures, and directives issued by the Federal Government directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, I, Carla Farnworth, County Clerk of Clark County, Nevada, do hereby certify that the original agreement signed 9th day of September 2023, to be signed and intend to be legally bound thereby.

Carla Farnworth, APRN, GNP

is:

Carla Farnworth

9/28/23
(Date)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name:

BY:

Carla R Farnsworth Name and Title of Authorized Representative (type or print)

9-28-23

(date)

Signature of Authorized Representative:

Carla R Farnsworth

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each violation.

The Contractor, Carla R Farnworth, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Carla R Farnworth

Signature of Contractor's Authorized Official

Carla R Farnworth

Name and Title of Contractor's Authorized Official

9-28-23

Date

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

7th day of November, 2023

By [Signature] Deputy