

Recorder's Office Cover Sheet

Recording Requested By:

Name: LESLEE FISHER

Department: SOCIAL SERVICES



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

FILED

NO. 2023,134

7/12/23

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

RESOLUTION NUMBER 2023R-026
RESOLUTION AUGMENTING DEPARTMENT
216
2022-2023 FISCAL YEAR BUDGET

BY 90 DEPUTY

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Title X grant - FY24
Project # 23F35

Revenue		
216-000	331.500	
		Grant Revenue - Federal 34,589.00
		<u>TOTAL REVENUES 34,589.00</u>
Expenditures		
Various		
		Salaries & Benefits 34,589.00
		<u>TOTAL EXPENDITURES 34,589.00</u>

NOW, THEREFORE, BE IT RESOLVED THAT the 2022-2023 Fiscal Year budget is herein amended.

Adopted this 1st day of June, 2023 by the following vote:

VOTE: Ayes Commissioners:

Tarkanian _____

Nowosad _____

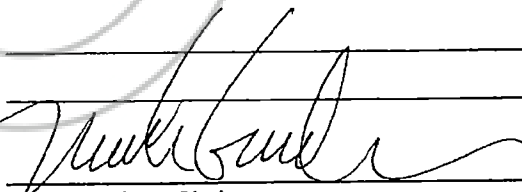
Gardner _____

Rice _____

Hales _____

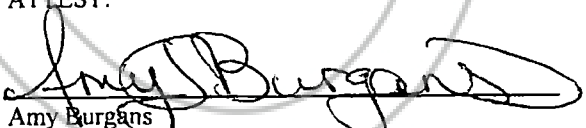
Nays Commissioners: _____

Absent Commissioners: _____



Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:



Amy Burgans
Douglas County Clerk-Treasurer



**FAMILY PLANNING GRANT PROGRAM
SUBGRANT AGREEMENT APRIL 1, 2023 – MARCH 31, 2024
CARSON CITY, NEVADA**

THIS AGREEMENT is entered into by and between **Carson City**, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as the "Grantee") and **Douglas County, Nevada**, (hereinafter referred to as the "Subgrantee"). The Grantee the and Subgrantee may be individually referred to as "Party" and collectively referred to as "Parties."

RECITALS:

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.; and

WHEREAS, the mission of this federal grant program is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children; and

WHEREAS, a certain portion of those funds are designated for public family planning services in Douglas County; and

WHEREAS, the Grantee has adopted a Work Plan (Attachment 1) and a Carson City Health and Human Services ("CCHHS") Title X Program Standards and Policy Manual (Attachment 2); and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, the 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 Program outlined in this Agreement has been designated by the Grantee as consistent with the Work Plan's 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); and

WHEREAS, Grantee desires to pass through funds to the Subgrantee Agency in an amount up to **\$34,589 from April 1, 2023 to March 31, 2024** 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.

NOW, THEREFORE, the Parties do agree as follows:

TERMS:

A. TERM

This Agreement will become effective retroactively on **April 1, 2023** and terminate on **March 31, 2024**. The current project period and budget period end **March 31, 2024**. 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 will become an amendment to this Agreement and will be considered incorporated into this Agreement.
2. **Title X comprehensive family planning services will be provided by the Subgrantee to 615 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.
 - 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. The requirement to provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status or durational residency.
 - d. Requirements and limitations with respect to post-conception activities contained in the Code of Federal Regulation ("CFR") 42 CFR 59.14(a) ("A Title X project may not perform, promote, refer for, or support abortion as a method of family planning.")
 - e. The requirement that Title X funds will 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 2 CFR Part 200 and 45 CFR Part 75.

- g. The standards listed on the Office of Populations Affairs ("OPA") website regarding Title X.
- h. Any and all Department of Health and Human Services Title X regulations contained in CFR 42 Part 59, including Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other rule or regulation governing the performance of the services by Subgrantee under this Agreement.
- i. The definition of "**Program Income**" contained in the Office of Management and Budget ("**OMB**") Circular A-110.
- j. The following requirement regarding Subgrantee Contribution: 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 requirement that Title X grant be 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. The requirement that Title X subsidized services must be 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. The requirement to provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
- n. **New Item: 2021 Final Title X rule found at <https://opa.hhs.gov/2021TitleXRule>**
- o. **Updated: "Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care" (42 CFR 59.5(a)(8)).**

- p. **Updated:** Program Requirements for Title X Funded Family Planning Projects. <https://opa.hhs.gov/grant-programs/title-x-service-grants>
- q. OPA Program Policy Notices.
- r. MMWR Quality Family Planning Program Guidelines.
- s. The Grantee's Title X Program Standards and Policy Manual and all other regulations as applicable.
- t. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
- u. The Grantee's Client Data Projections as described in the Project Work Plan.
- v. 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 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 the 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 the 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 the Subgrantee's performance under this Agreement. In addition, the Subgrantee agrees that:
 - i. Any confidential personal health information that the Grantee may obtain shall remain the sole property of the Subgrantee.
 - ii. The 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. The 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 the Subgrantee.

C. REPORTING REQUIREMENTS

1. Quarterly financial reports must be submitted via email to the CCHHS 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. The Subgrantee is responsible to ensure that clean and complete encounter data is received by the 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 CCHHS 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 CCHHS at that time, or if not already requested shall be deducted from the final award.
6. The 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, 2023– June 30, 2023	July 15, 2023
July 1, 2023– September 30, 2023	October 15, 2023
October 1, 2023- December 31, 2023	January 15, 2024
January 1, 2024- March 31, 2024	April 30, 2024 (Budget Close Out)

7. The Subgrantee will submit to the Grantee additional statistical, or program, or expenditure information as requested or required by CCHHS.

D. REQUESTS FOR REIMBURSEMENT

1. The Grantee agrees to reimburse monies up to a maximum amount of **\$34,589** divided per applicable quarter during the Term to the Subgrantee for the services performed in the Scope of Work. The Grantee will not reimburse more than 1/12 increments for the Term month to date.
2. The Grantee's total 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. The 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. The mid-year and the annual reports must be full reports.
4. Reimbursement is contingent upon all of the following:
 - a. The Grantee's receipt of monies in the amount specified in the Notice of Grant Award for the applicable funding period; the Grantee shall inform the Subgrantee within three working days of any notice received by it from the Grantor of any intent by the Grantor to reduce the amount of available funds.

- b. The Grantee's sole determination of satisfactory performance of the Subgrantee.
- c. The Subgrantee's timely submission of financial, encounter, and statistical reports.
- d. The Grantee's receipt of all quarterly reports.
- e. The Subgrantee must have a financial management system in place to be able to effectively separate out grant funds, revenue, and expenses.
- f. The 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. The 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 provided in section E of this Agreement (PROGRAM OR BUDGET MODIFICATIONS). 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 PROVIDED 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 the Subgrantee and must be approved by the Grantee prior to implementation subject to the Grantee's sole and absolute discretion.
2. The 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. The Grantee will determine whether changes require an Agreement revision or amendment.

3. The Subgrantee must submit Budget modification requests for prior approval by the Grantee in any of the following instances:
 - a. Request for the Grantee allocations of additional funds beyond the specified base amount; the Grantee requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed.
 - b. The Subgrantee 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 the Grantee for approval prior to implementation.
 - d. The Subgrantee must notify the 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

Grant funds may only be used to complete the Scope of Work 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 FPL that approximates Subgrantee's 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:

FY2022 and FY2019 Program Priorities

1. **Assuring innovative quality family planning and related preventive health services that lead to improved reproductive health outcomes and overall optimal health, which is defined as a state of complete physical, mental and social well-being and not merely the absence of disease. Guidance regarding the delivery of quality family planning services is spelled out in the April 25, 2014, MMWR, Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs. Periodic updates have been made to this publication and are**

available on the Quality Family Planning page. It is expected that the core family planning services listed in the Program Description, and which also are included in the Quality Family Planning Services document referenced above, will be provided by each project;

2. **Providing the tools necessary for the inclusion of substance abuse disorder screening into family planning services offered by Title X applicants;**
3. **Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary healthcare services, along with family planning services preferably in the same location or through nearby referral providers;**
4. **Providing resources that prioritize optimal health outcomes (physical, mental, and social health) for individuals and couples with the goal of healthy relationships and stable marriages as they make decisions about preventing or achieving pregnancy;**
5. **Providing counseling for adolescents that encourages sexual risk avoidance by delaying the onset of sexual activity as the healthiest choice, and developing tools to communicate the public health benefit and protective factors for the sexual health of adolescents found by delaying the onset of sexual activity thereby reducing the overall number of lifetime sexual partners;**
6. **Communicating the growing body of information for a variety of fertility awareness-based methods of family planning and providing tools for applicants to use in patient education about these methods;**
7. **Fostering interaction with community and faith-based organizations to develop a network for client referrals when needs outside the scope of family planning are identified;**
8. **Accurately collecting and reporting data, such as the Family Planning Annual Report (FPAR), for use in monitoring performance and improving family planning services;**
9. **Promoting the use of a standardized instrument, such as the OPA Program Review Tool, to regularly perform quality assurance and quality improvement activities with clearly defined administrative, clinical, and financial accountability for applicants and subrecipients; and**
10. **Increasing attention to CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy.**

I. TRAINING AND TECHNICAL ASSISTANCE

The Subgrantee represents and agrees that all staff members, consultants, and contractors working with Title X clients must 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. The Subgrantee shall be responsible for maintaining a log of training participants to document that the Subgrantee's staff members, consultants, and contractors are appropriately trained for the duties they perform. The Grantee agrees to provide consultation and technical assistance to the Subgrantee as mutually agreed upon in writing by the Grantee and the Subgrantee, but the Grantee shall not be responsible for any conduct of any of the Subgrantee's officers, agents, employees, or contractors.

J. DELEGATE'S MEETINGS

The Subgrantee must participate in three Delegates' Meetings held during the Term of this Agreement. The 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

The Subgrantee shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Agreement. The 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 the Subgrantee, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of the Grantee to the Subgrantee.

L. INDEMNIFICATION AND INSURANCE

The 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. The 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. The 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 fullest extent permitted by law, including but not limited to the provisions of NRS Chapter 41, the 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 the Subgrantee from and against any and all claims. It is agreed that the Subgrantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

To the extent permitted by law, the Subgrantee agrees to reimburse the Grantee for any monies which the 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 the Subgrantee to perform in accordance with this Agreement or, local, state, or federal laws and regulations. The Grantee will appropriately invoice or file a claim with the Subgrantee for any such reimbursement by the Subgrantee, and The Subgrantee shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to the Grantee.

M. PUBLIC SCRUTINY

The Subgrantee shall immediately notify the 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 agree that the 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. The Subgrantee warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between the Subgrantee's officers, agents or employees. The 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 the Subgrantee's officers, agents or employees violate the terms of this section, the Grantee may terminate this Subgrant Agreement.

O. PERSONNEL

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

P. ASSIGNMENT

The 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

The 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. NOTICES

The Parties agree that all notices or other communications required or permitted to be given under this Agreement must be in writing and must 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 following address:

For GRANTEE:
City of Carson City
Nicki Aaker, Grantee Authorizing Official
201 N. Carson St.
Carson City, NV 89701
Telephone: 775-887-2190
Facsimile: (775) 887-2248

For SUBGRANTEE:
Douglas County
Jodi Martinez, Social Services Manager
PO Box 218
Minden, NV 89423
Telephone: (775) 782-9825
Facsimile: (775) 782-9874

S. TERMINATION

If, through any cause, the Subgrantee materially fails to fulfill in a timely and proper manner its obligations under this Agreement; if the Subgrantee materially violates any of the covenants, agreements, or stipulations; or, if the funding CCHHS receives is terminated or reduced, the Grantee will 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 will not be deemed a breach of contract by the Grantee. Such notice may provide for a minimum of 10 days during which the Subgrantee shall have the opportunity to cure deficiencies as stipulated by the Grantee.

If the 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 the Grantee. If the Subgrantee is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Subgrantee, the Subgrantee will have the right to terminate this Agreement by giving written notice to the Grantee signifying the effective date.

The Subgrantee may terminate this Agreement for any other reason by providing the 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 the Subgrantee under this Agreement will, at the option of the Grantee, become its property or be disposed of in accordance with the Grantee's procedures or instructions; and the Subgrantee will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement.

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

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated by the Grantee if the 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.

T. GOVERNING LAW AND COMPLIANCE WITH ALL LAWS

The Parties will 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.

The Subgrantee consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this contract, 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 apply, but do not require an amendment.

U. INTANGIBLE PROPERTY AND COPYRIGHT

The 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. The 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. ENTIRE CONTRACT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire Agreement of the Parties, and such are intended as complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to the Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement will be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties. Conflicts in language between this Agreement and other agreement between the Parties on the same matter shall be construed consistent with the terms of this Agreement. The Parties agree that each has had their respective counsel review this Agreement which will be construed as if it was jointly. 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

The 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: Stephanie L Hicks
for Nancy Paulson, City Manager

Attest: William Scott Hoen
William Scott Hoen, Clerk-Recorder

CARSON CITY HEALTH AND HUMAN SERVICES

By: N. Aaker
Nicki Aaker, Director

DOUGLAS COUNTY

By: Patrick Cates
Patrick Cates, County Manager

By: Mark Gardner
Mark Gardner, Commission Chair

By: Jodi Martinez
Jodi Martinez, Douglas County Social Services Manager

Carson City Health & Human Services

Grant # FHPA006602-02-00
 Budget Acct: G680023007
 GL #: 2756800-501225
 Category: G-CONT SRV
 Draw #: 1

REQUEST FOR REIMBURSEMENT

Program Name: City of Carson City Health & Human Services Family Planning & Preventive Health Services Project	Subgrantee Name: Douglas County DBA Douglas County Community Health
Address: 201 N. Carson St Carson City, NV 89701	Address: PO Box 218 Minden, NV 89423
Subgrant Period: April 1, 2023 through March 31, 2024	Subgrantee EIN #: Subgrantee Vendor #: 608 Dun & Bradstreet #: 010984979

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): April-June **Calendar Year:** 2023

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$ 34,589.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 34,589.00	0%
2 Contract/Consultant	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
3 Travel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
4 Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
3 Operating	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
6 Other	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
7 Indirect	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
8 Total	\$ 34,589.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 34,589.00	0%

This report is true and correct to the best of my knowledge.

Authorized Signature _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DEPARTMENT USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

Clinic Services Manager (as required): _____ Date: _____

Douglas County Community Health
Title X Reimbursement Worksheet
April- June 2023

PERSONNEL	TITLE	DESCRIPTION					Amount
PERSONNEL TOTAL						\$0.00	
CONTRACTUAL		DESCRIPTION					Amount
TOTAL						\$0.00	
TRAVEL (Name of Traveler)	Travel Dates	To	Mileage	Lodging & Per Diem	AirFare & Misc	Purpose/ Description	Amount
							\$0.00
							\$0.00
							\$0.00
TRAVEL TOTAL						\$0.00	
EQUIPMENT		DESCRIPTION					Amount
EQUIPMENT TOTAL						\$0.00	
OPERATING/SUPPLIES		DESCRIPTION					Amount
OPERATING TOTAL						\$0.00	
OTHER		DESCRIPTION					Amount
OTHER TOTAL						\$0.00	
INDIRECT		DESCRIPTION					Amount
INDIRECT TOTAL						\$0.00	
TOTAL EXPENDITURES						\$0.00	

SUB RECIPIENT		Title X Time - Paid from Title X Grant	County General Fund, State Family Planning Grant	Program Income	Total FTE spent in Family Planning Project	Title X Grant Request	County General Fund, State Family Planning Grant	Program Income
Subgrantee - DCCCH - PERSONNEL								
vacant, APRN	\$ 105,579	0.100	0.20	0.00	0.30	\$10,558	\$21,116	\$0
Noemi Aschenbach, RN	\$ 100,542	0.145	0.40	0.00	0.55	\$14,679	\$40,217	\$0
Rachael Rasnet, RN	\$ 103,213	0.00	0.20	0.00	0.20	\$0	\$20,643	\$0
vacant, Management Assistant	\$ 41,171	0.00	0.20	0.00	0.20	\$0	\$8,234	\$0
Karina Herrera, Clerical Hourly	\$ 32,095	0.00	0.20	0.00	0.20	\$0	\$6,419	\$0
Jodi Qualls, Administrative Assistant	\$ 58,196	\$0	0.20	0.00	0.20	\$0	\$11,639	\$0
Subgrantee - DCCCH - FRINGE								
vacant, APRN	\$ 38,990	0.100	0.20	0.00	0.30	\$3,899	\$7,798	\$0
Noemi Aschenbach, RN	\$ 37,351	0.146	0.40	0.00	0.20	\$5,453	\$14,940	\$0
Rachael Rasnet, RN	\$ 48,454	0.00	0.20	0.00	0.20	\$0	\$9,691	\$0
vacant, Management Assistant	\$ 22,464	0.00	0.20	0.00	0.20	\$0	\$4,493	\$0
Karina Herrera, Clerical Hourly	\$ 19,472	0.00	0.20	0.00	0.20	\$0	\$3,894	\$0
Jodi Qualls, Administrative Assistant	\$ 27,639	\$0	0.20	\$0	0.20	\$0	\$5,528	\$0
Subgrantee - DCCCH - TRAVEL AND TRAINING					Misc			
	Registration	Airfare -	Hotel	Per-Diem	(Toll/Taxis)			
		Unit Cost	Quantity					
Subgrantee - DCCCH - OPERATING								
Clinic Medical Supplies - Est.								\$3,000
\$2 each- 1500 encounters	\$2		1500					\$0
Laboratory Supplies								
Pregnancy Test Kits	\$1.00		250					\$250
Urinalysis	\$1.00		65					\$65
STI Test Kits	\$20.99		175					\$3,673
Pap Tests Kits + Reading Fee	\$38.48		150					\$5,772
HIV Tests (Rapid)	\$10.00		250					\$2,500

COPY

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

12 day of July, 2023

By Jacqueline Kelly Deputy