



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 20, 2018

Staff Contact: Nicki Aaker (naaker@carson.org) and Veronica Galas (vgalas@carson.org)

Agenda Title: For Possible Action: To approve Carson City Health and Human Services' acceptance of the Notice of Award for FPHPA006320-01-00 - Title X Family Planning Services Grant through the Office of the Assistant Secretary for Health, Office of Population Affairs, and to authorize a CCHHS sub-grant award of \$54,653 to Douglas County as budgeted in the grant application.

Staff Summary: Carson City Health and Human Services (CCHHS) received approval on April 5, 2018 to apply for Federal Funding Opportunity Number: PA-FPH-18-001. The original application was for up to a 3-year, 9-month funding opportunity that would be used to continue family planning and preventive health services; however, the federal government chose to award 7-month grants across the United States. CCHHS was awarded \$244,000 for the 7-month period beginning Sept 1, 2018 - March 31, 2019. Funds from this grant would be used to continue a core program that has been administered under CCHHS' Clinical Services Division since 2009.

Services to be provided as outlined in the application include:

1. Introduction and access to tools for a personal family planning, fertility and reproductive life plan,
2. Family planning service,
3. Health screenings such as sexually transmitted disease testing and treatment, breast and cervical cancer screening and other preventive health screenings,
4. Health information, education and counseling, and
5. Referrals Services.

A 10% cost sharing is required and is met by program income. No additional full-time staff will be hired. There is no additional fiscal impact to the city; CCHHS has received Title X grants since 2009.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the acceptance of the Notice of Award for the Title X grant and to authorize the sub-grant award to Douglas County in the amounts discussed on the record.

Board's Strategic Goal

Quality of Life

Previous Action

Carson City Health and Human Services (CCHHS) received approval on April 5, 2018 to apply for Federal Funding Opportunity Number: PA-FPH-18-001. CCHHS is currently and has previously received funding Title X Family Planning Services Grant through the Office of the Assistant Secretary for Health, Office of Population Affairs.

Background/Issues & Analysis

CCHHS applied for a new 3 year project period to extend from September 1, 2018 – August 31, 2021 (\$430,000 annually). Initial information suggests that funding across the nation has been limited to a 7-month funding cycle from Sept, 1, 2018 - March 31,2019. It is anticipated that a new Funding Application will be issued at a later date for a funding period to begin on April 1, 2019. The awarded grant funds would be used to provide family planning and related preventive health services. This grant would continue funding .20 FTE Clinical Services Manager, .80 FTE Office Specialist, 1.0 FTE Advanced Practice Registered Nurse, .65 FTE Public Health Nurse and .05 Grant Analyst. Additionally, funds are sub-granted to Douglas County in the same manner as with the prior grant.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: No new account would need to be established. Program would continue to use 275 6807 441

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: A 10% cost sharing is required and is met by program income. No additional full-time staff will be hired.

Alternatives

To deny Carson City Health and Human Services acceptance of awarded Title X Family Planning Services Grant through the Office of the Assistant Secretary for Health, Office of Population Affairs; Federal Notice of Award for FPHPA006320-01-00. Not accepting this award would lead to a decrease in the current delivery of these services up to and including program closure.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

1. DATE ISSUED MM/DD/YYYY 08/27/2018 | 2. CFDA NO. 93.217 | 3. ASSISTANCE TYPE Project Grant

DEPARTMENT OF HEALTH AND HUMAN SERVICES

PUBLIC HEALTH SERVICE

OASH Office of Grants Management

1101 Wootton Parkway
Suite 550
Rockville, MD 20852

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
P.L. 91-572 PHS Act Sec. 1001 as Amended, 42 CFR 59

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO. 1 FPHPA006320-01-00 Formerly | 5. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 09/01/2018 Through 03/31/2019

7. BUDGET PERIOD MM/DD/YYYY
From 09/01/2018 Through 03/31/2019

8. TITLE OF PROJECT (OR PROGRAM)
Carson City Health & Human Services Family Planning and Related Health Services

9a. GRANTEE NAME AND ADDRESS
CITY OF CARSON CITY
201 N Carson St Ste 3
Clinical Services
Carson City, NV 89701-4289

9b. GRANTEE PROJECT DIRECTOR
Veronica Galas
201 N Carson St
Carson City, NV 89701-4289
Phone: 775-283-7620

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Nicki Aaker
201 N Carson St
Carson City, NV 89701-4289
Phone: 775-887-2190

10b. FEDERAL PROJECT OFFICER
Rebecca McTall
90 7th St. Ste. 5100
San Francisco, CA 94103-6706
Phone: 415-437-8403

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation <input checked="" type="checkbox"/>	
a. Salaries and Wages	204,024.00
b. Fringe Benefits	87,226.00
c. Total Personnel Costs	291,250.00
d. Equipment	0.00
e. Supplies	76,889.00
f. Travel	4,545.00
g. Construction	0.00
h. Other	0.00
i. Contractual	170,796.00
j. TOTAL DIRECT COSTS →	543,480.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	543,480.00
m. Federal Share	244,000.00
n. Non-Federal Share	299,480.00

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from item 11m)	244,000.00		
b. Less Unobligated Balance From Prior Budget Periods	0.00		
c. Less Cumulative Prior Award(s) This Budget Period	0.00		
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	244,000.00		
13. Total Federal Funds Awarded to Date for Project Period	244,000.00		
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:		<input checked="" type="checkbox"/> b	
a.	DEDUCTION		
b.	ADDITIONAL COSTS		
c.	MATCHING		
d.	OTHER RESEARCH (Add / Deduct Option)		
e.	OTHER (See REMARKS)		
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
a.	The grant program legislation		
b.	The grant program regulations.		
c.	This award notice including terms and conditions, if any, noted below under REMARKS.		
d.	Federal administrative requirements, cost principles and audit requirements applicable to this grant.		
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - Yes No)

Award is to serve Carson City and Douglas County, Nevada. See attached Terms and Conditions.

GRANTS MANAGEMENT OFFICIAL: Alice M Bettencourt, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1886000189A1	18b. EIN 886000189	19. DUNS 073787152	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 8-3984521	b. FPHPA6320A	c. FPH70	d. \$244,000.00	e. 75-18-0359
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/01/2018	09/30/2018	Quarterly	10/30/2018
10/01/2018	12/31/2018	Quarterly	01/30/2019
01/01/2019	03/31/2019	Final	06/29/2019

SPECIAL TERMS AND REQUIREMENTS

1. This award consists of:

Program income (fees, premiums, third-party reimbursements which the project may reasonably expect to receive), as well as State, local and other operational funding, will be used to finance the non-federal share of the scope of project as defined in the approved grant application and reflected in the approved budget. Program income and the level projected in the approved budget will be used to further program objectives. Box 15 on this Notice of Award (NoA) indicates **E – Other**: Program Income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award stays the same. Program Income in excess of any amounts specified must be added to the Federal funds awarded. They must be used for the purposes and conditions of this award for the duration of the Project period. 45 CFR 75.307 (e).

Title X Funds	\$244,000
Cost Sharing Funds (10%)	\$ 24,400
Program Income	\$139,760
Other Funds	\$135,320
Total Project Budget	\$543,480

- In accepting this award, the grantee stipulates that the award and any activities thereunder are subject to all provisions of 42 CFR part 59 subpart A currently in effect or implemented during the period of the grant.
- Notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification for the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
- In accepting this award, the grantee certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
- In order to maintain an accurate record of current Title X service sites, grantees are expected to provide timely notice to the Office of Population Affairs (OPA), as well as to the appropriate HHS regional office, of any deletions, additions, or changes to the name, location, street address and email, and contact information for Title X grantees and service sites. This database will also be used to verify eligibility for 340b program registration and recertification. You must enter your changes to the Title X database within 30 days of the change at <https://www.opa-fpclinicdb.com/>. All changes will be reviewed and approved by the relevant HHS regional office prior to being posted on the OPA

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website. This does not replace the prior approval requirement under HHS grants policy for changes in project scope, including clinic closures.

6. In accepting this award, the grantee stipulates that the award and any activities thereunder are subject to all provisions of 42 CFR part 59 subpart A currently in effect or implemented during the period of the grant.

Notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification for the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

In accepting this award, the grantee certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.

In order to maintain an accurate record of current Title X service sites, grantees are expected to provide timely notice to the Office of Population Affairs (OPA), as well as to the appropriate HHS regional office, of any deletions, additions, or changes to the name, location, street address and email, and contact information for Title X grantees and service sites. This database will also be used to verify eligibility for 340b program registration and recertification. You must enter your changes to the Title X database within 30 days of the change at <https://www.opa-fpclinicdb.com/>. All changes will be reviewed and approved by the relevant HHS regional office prior to being posted on the OPA website. This does not replace the prior approval requirement under HHS grants policy for changes in project scope, including clinic closures.

If you or your sub-recipient(s) enrolls in the 340B Program, you must comply with all 340B Program requirements. You may be subject to audit at any time regarding 340B Program compliance. 340B Program requirements are available at <http://www.hrsa.gov/opa/programrequirements/>

7. **Program Priorities:** Each year the OPA establishes program priorities that represent overarching goals for the Title X program. Program priorities derive from the Department of Health and Human Services (HHS) priorities. Applicants should provide evidence of their capacity to address program priorities. The FY 2018 program priorities are as follows:
1. Assuring innovative high quality family planning and related health services that will improve the overall health of individuals, couples and families, with priority for services to those of low-income families, offering, at a minimum, core family planning services enumerated earlier in this Funding Announcement. Assuring that projects offer a broad range of family planning and related health services that are tailored to the unique needs of the individual, that include natural family planning methods (also known as fertility awareness based methods) which ensure breadth and variety among family planning methods offered, infertility services, and services for adolescents; breast and cervical cancer screening and prevention of STDs as well as HIV prevention education, counseling, testing, and referrals.
 2. Assuring activities that promote positive family relationships for the purpose of increasing family participation in family planning and healthy decision-making; education and counseling that prioritize optimal health and life outcomes for every individual and couple; and other related health services, contextualizing Title X services within a model that promotes optimal health outcomes for the client.
 3. Ensuring that all clients are provided services in a voluntary, client-centered and non-coercive manner in accordance with Title X regulations.
 4. Promoting provision of comprehensive primary health care services to make it easier for individuals to receive both primary health care and family planning services preferably in the same location, or through nearby referral providers, and increase incentive for those

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- individuals in need of care choosing a Title X provider.
5. Assuring compliance with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, and human trafficking.
 6. Encouraging participation of families, parents, and/or legal guardians in the decision of minors to seek family planning services; and providing counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities; and
 7. Demonstrating that Title X activities are separate and clearly distinct from non-Title X activities, ensuring that abortion is not a method of family planning for this grant.
 8. Use of OPA performance metrics to regularly perform quality assurance and quality improvement activities.

8. **Key Issues:** In addition to program priorities, the following key issues should be considered in developing the project plan:

1. Efficiency and effectiveness in program management and operations;
2. Management and decision-making and accountability for outcomes;
3. Cooperation with community-based and faith-based organizations;
4. Meaningful collaboration with subrecipients and documented partners in order to demonstrate a seamless continuum of care for clients;
5. A meaningful emphasis on education and counseling that communicates the social science research and practical application of topics related to healthy relationships, to committed, safe, stable, healthy marriages, and the benefits of avoiding sexual risk or returning to a sexually risk-free status, especially (but not only) when communicating with adolescents;
6. Activities for adolescents that do not normalize sexual risk behaviors, but instead clearly communicate the research informed benefits of delaying sex or returning to a sexually risk-free status.
7. Emphasis on the voluntary nature of family planning services;
8. Data collection (such as the Family Planning Annual Report (FPAR) for use in monitoring performance and improving family planning services.

STANDARD TERMS

1. You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 CFR Part 74 or 92 are now replaced by 45 CFR Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award.

The HHS Grants Policy Statement is available at:

<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are

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at 45 CFR Part 75 effective December 26, 2014.

2. Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 CFR Part 74 or 92 are now replaced by 45 CFR Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the GrantSolutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office.

Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the GrantSolutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.

3. The *Consolidated Appropriations Act, 2018*, limits the use of federal funds from the HHS Office of the Assistant Secretary for Health (OASH) on all grant or cooperative agreements henceforth including the current budget period.

(1) Salary Limitation

"None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

Effective January 7, 2018, the Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. That amount is **\$189,600**. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

(2) Acknowledge of Federal Grant Support (Section 505)

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state—

- (1) the percentage of the total costs of the program or project which will be financed with Federal money;
- (2) the dollar amount of Federal funds for the project or program; and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

4. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,

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Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FFRS).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action as specified in the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile in the [System for Award Management \(SAM\)](#).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

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A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. "Executive" means officers, managing partners, or any other employees in management positions.

3. "Subaward":

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i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. “Subrecipient” means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward

5. “Total compensation” means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

5. Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

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ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)
6. You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.
7. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
8. Reporting of Matters Related to Recipient Integrity and Performance

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1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were

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awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

9. Consistent with 45 CFR § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

*HHS OASH Office of Grants Management
1101 Wootton Parkway, Suite 550
Rockville, MD 20852*

AND

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*US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES
PO Box 23489
Washington, DC 20026*

URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp> (Include “Mandatory Grant Disclosures” in subject line)

Fax: 1-800-223-8164 (Include “Mandatory Grant Disclosures” in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 CFR §75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR Parts 180 & 376 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

REPORTING REQUIREMENTS

1. The Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) combined the audit requirements for all entities under one Act. An audit is required for all entities as stipulated in 45 CFR Part 75.500. The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report when completed should be submitted online to the Federal Audit Clearinghouse at <http://harvester.census.gov/fac/collect/ddeindex.html>.

2. **FINANCIAL REPORTING REQUIREMENT Federal Financial Reporting (FFR) SF 425:**

You must use the SF-425 Federal Financial Report (FFR) for expenditure reporting. You may find the SF-425 and instructions for completing the form on the Web at: <http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>. You must complete **all** sections of the FFR.

a. Your FFR reporting schedule has been issued as a condition of this grant award, including a Final FFR covering the entire project period due 90 days after the project period end date. You may also view the complete table of the reporting schedule after logging into GrantSolutions from the My Grants List screen, select the **Reports** menu dropdown and then select the **Federal Financial Report** submenu.

b. GrantSolutions will automatically issue you a reminder seven (7) days prior to each report due date. If you have not submitted by the due date, you will receive a message indicating the report is **Past Due**. Please ensure your GrantSolutions account and contact information are up to date so you receive notifications.

c. **Electronic Submissions accepted only via GrantSolutions** – Your FFR must only be submitted for review via the GrantSolutions FFR reporting module. No other submission methods will be accepted without prior written approval from the GMO. You must be assigned to the grant with authorized access to the FFR reporting Module as FINANCIAL OFFICER when submitting. If you encounter any difficulties, contact the Grant Solutions Help Desk or your assigned Grants Management Specialist. Please reference the CONTACTS section of NoA Terms and Conditions to locate the name of this individual.

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The Quarterly cash reporting to the HHS Payment Management System on the FFR is also required. Please note at this time, these FFR reports are separate submissions via the Payment Management System; data is not transferable between the two systems and you will report twice on certain data elements.

3. **Closeout Requirements:** This project is in its final budget period. Once the project period has ended you are required to submit a Final Program Progress report, the SF-425 Final Federal Financial report, the Payment Management System FFR – Cash Transaction Report, and the SF-428 Tangible Personal Property report and/or Disposition report within 90 calendar days after the expiration of the project and budget period end date. Failure to submit these required reports when due may result in the imposition of a special award condition or the withholding of support for other active or future projects or activities involving your organization.

a. The Final Program Progress Report: Your reports must address content required by 45 CFR § 75.342(b)(2). Additional guidance on content of the progress report may be provided by the Program Office. Submit your report via attachment to the Grant Notes section within GrantSolutions.

b. SF-425 Final Federal Financial Report: Submit your Final FFR via the FFR Reporting Module in Grant Solutions. You may find the instructions for completing the FFR form on the Web at: <http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>

c. Federal Financial Report (FFR) (SF-425) Cash Transactions: Submit your report via the HHS Payment Management System. The instructions for submitting this report are available at <https://pms.psc.gov/>.

d. SF-428 and SF-428-B Tangible Personal Property report and/or Disposition reports: Submit reports via attachment to the Grant Notes section within GrantSolutions. You may find the forms SF 428 on the Web at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>

Additional instructions for completing all reports will be provided in the Pre-closeout letter from the Office of Grants Management.

CONTACTS

1. Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026

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For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

2. PAYMENT PROCEDURES:

Payments for grants awarded by OASH Program Offices are made through Payment Management Services (previously known as the Division of Payment Management) (<https://pms.psc.gov/home.html>). PMS is administered by the Program Support Center (PSC), HHS. NOTE: Please contact the Payment Management Services to establish an account if you do not have one.

Inquiries regarding payments should be directed to <https://pms.psc.gov/home.html>; Payment Management Services, P.O. Box 6021, Rockville, MD 20852; or 1-877-614-5533.

3. GrantSolutions is our web-based system that will be used to manage your grant throughout its life cycle. Please contact GrantSolutions User Support to establish an account if you do not have one. Your Grants Management Specialist has the ability to create a GrantSolutions account for the Grantee Authorized Official and Principle Investigator/Program Director roles. Financial Officer accounts may only be established by GrantSolutions staff. All account requests must be signed by the prospective user and their supervisor or other authorized organization official. For assistance on **GrantSolutions** issues please contact: **GrantSolutions User Support at 202-401-5282 or 866-577-0771**, email help@grantsolutions.gov, Monday – Friday, 8 a.m. – 6 p.m. ET. Frequently Asked Questions and answers are available at <https://grantsolutions.secure.force.com/>.
4. For assistance on **grants administration** issues please contact: Robin Fuller, Grants Management Specialist, at **(240) 453-8830**, FAX (240) 453-8823, e-mail robin.fuller@hhs.gov or OASH Grants Management Office, 1101 Wootton Parkway, Suite 550, Rockville, MD 20852.



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: September 1, 2018 through March 31, 2019		Subgrantee's: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">EIN:</td> <td>88-6000031</td> </tr> <tr> <td style="text-align: right;">Vendor #:</td> <td>0008067</td> </tr> <tr> <td style="text-align: right;">Dun & Bradstreet:</td> <td>010984979</td> </tr> </table>			EIN:	88-6000031	Vendor #:	0008067	Dun & Bradstreet:	010984979
EIN:	88-6000031									
Vendor #:	0008067									
Dun & Bradstreet:	010984979									
Purpose of Award: Title X Family Planning Project										
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Douglas County</u>										
Approved Budget Categories:		Disbursement of funds will be as follows:								
1. Personnel	\$ <u>46,147.00</u>	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 \$54,653.00 during the subgrant period.								
2. Travel	\$ _____									
3. Operating	\$ <u>8,506.00</u>									
4. Equipment	\$ _____									
5. Contractual/Consultant	\$ _____									
6. Training	\$ _____									
7. Other	\$ _____									
Total Cost: \$		<u>54,653.00</u>								
Source of Funds:		% Funds:	CFDA:	FAIN:						
1. Title X Family Planning		100	93.217							
Federal Grant #: FPHPA006320-01-00										
Terms and Conditions: In accepting these grant funds, it is understood that:										
<ol style="list-style-type: none"> 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										
	Signature	Date								
Authorized Subgrantee Official Jenifer Davidson, Interim County Manager										
Authorized Subgrantee Official Steve Thaler, Commission Chair										
Veronica Galas, Program Manager Title X Family Planning										
Nicki Aaker, Director										
Nancy Paulson, City Manager										



FAMILY PLANNING GRANT PROGRAM SUBGRANT AGREEMENT FY 2019 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 **\$54,653.00 from Sept 1, 2018 – March 31, 2019** 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 **September 1, 2018 and shall terminate March 31, 2019**. The current Project period and budget period ends March 31, 2019. 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.
 - d. 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:

FPAR and Financial Reporting Period	Due Date
September 1, 2018 – September 30, 2018	October 15, 2018
October 1, 2018- December 31, 2018	January 30, 2019
January 1, 2019-March 31, 2019	April 15th, 2019

7. Subgrantee 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 **\$54,653.00 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 Subgrantee.

- 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. 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. 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. 2017 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 or 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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, City Manager

Attest: _____
Sue Merriwether,
Clerk-Recorder

CARSON CITY HEALTH AND HUMAN SERVICES

By: _____
Nicki Aaker, Director

DOUGLAS COUNTY

By: _____
Jenifer Davidson, Interim County Manager

By: _____
Steve Thaler, Commission Chair

By: _____
Karen Beckerbauer, Douglas County Social Services Manager