



TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD

DATE: March 21, 2023

RE: *Approval of Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services and the Southern Nevada Community Health Center.*

PETITION #03-23

That the Southern Nevada Community Health Center Governing Board approve an Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services and the Southern Nevada Community Health Center for the development and implementation of a Health Equity and Literacy program.

PETITIONERS:

Fermin Leguen, MD, MPH, Executive Director *FL*

Randy Smith, FQHC Operations Officer *RS*

DISCUSSION:

The Interlocal Agreement allows the Southern Nevada Health Center to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations.

FUNDING:

The funding for this program at \$247,346 is made available to the Southern Nevada Community Health Center from a grant awarded to the City of Las Vegas from the Department of Health and Human Services.

HEALTH EQUITY AND LITERACY PROGRAM
AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SOUTHERN NEVADA
HEALTH DISTRICT DOING BUSINESS SOUTHERN NEVADA COMMUNITY
HEALTH CENTER

F2310005

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into as of the 1st day of July, 2022 (“Effective Date”), by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (hereinafter referred to as the "CITY") and **SOUTHERN NEVADA HEALTH DISTRICT doing business as the SOUTHERN NEVADA COMMUNITY HEALTH CENTER** (hereinafter referred to as “SUBRECIPIENT”), for development and implementation of a Health Equity and Literacy program (“Services”) as more particularly described in the W o r k P l a n, attached hereto as Exhibit A. The CITY and the SUBRECIPIENT are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the CITY has accepted a grant award from the Department of Health and Human Services (“HHS”) for the Health Equity And Literacy (HEAL) program as part of an initiative to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations.

WHEREAS, SUBRECIPIENT is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada.

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

WHEREAS, the CITY requires the implementation of a Health Equity and Literacy program.

WHEREAS, the CITY as grantee under the grant award wishes to engage the SUBRECIPIENT to assist CITY in utilizing grant funds by providing the Services pursuant to this Agreement.

WHEREAS, the SUBRECIPIENT represents that it is experienced and knowledgeable in performing such Services, and shall use the funds to pay for authorized expenditures and eligible activities only and for no other purpose.

NOW, THEREFORE, in consideration of the premises, covenants, and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICES

A. INCORPORATION OF RECITALS

The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

B. ACTIVITIES

The SUBRECIPIENT shall perform all Services as described in Exhibit A, “Work-Plan,” attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accomplish the outcomes, major tasks, and outputs as described in the Work Plan. During the term of the Agreement, the CITY may continually monitor the performance of the SUBRECIPIENT according to the performance measures described in the Work Plan. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such Services. SUBRECIPIENT acknowledges and agrees that this Agreement and the provision of Services hereunder is nonexclusive and that CITY may enter into similar agreements with other entities for the provision of similar Services.

The SUBRECIPIENT shall also submit monthly reports by the 15th of the month following the month in which Services were provided. Each report shall contain a summary of the previous month’s accomplishments, difficulties, and a 30-, 60-, and 90-day outlook table; as well as any other additional reporting requirements as required by CITY and/or HHS as they relate to this Agreement.

SECTION 2. COMPENSATION AND MANNER OF PAYMENT

For the Services performed under this Contract, the CITY shall pay to the SUBRECIPIENT, based on the fees outlined in the Program Budget attached as Exhibit B, an amount not-to-exceed TWO HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-SIX NO/100THS DOLLARS (\$247,346) (the “Funds”) for a twelve month period (the “Funds”).

The SUBRECIPIENT, as a prerequisite to the obligation on the part of the CITY for payment of Funds provided herein, shall submit monthly invoices in the form of Request for Release of Funds, Exhibit B attached hereto, describing the Services performed during the preceding month. Invoices are to be prepared and submitted on a monthly basis by the 15th day of the month following the month in which Services were provided and are due upon receipt. CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of Services, and, if consistent, invoices shall be payable within thirty (30) days after the invoice date.

SECTION 3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be from July 1, 2022 through June 30, 2023 (the “Program Year”). Expenses must be incurred during the Program Year. The expenses incurred by the SUBRECIPIENT before or after the Program Year are not entitled to payment under this Agreement. It is understood and agreed that except as specified herein, the SUBRECIPIENT is obligated to complete the deliverables for which it is responsible during the Program Year as detailed in Attachment A, Work Plan, regardless of whether the Not-to-Exceed Amount described in the above Section 2 is exhausted through reimbursements paid to SUBRECIPIENT, unless an amendment in writing to this Contract for additional Services is authorized by the CITY and approved by the Parties. The expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon written approval of the CITY. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Work Plan.

SECTION 4. CONTRACT DEFAULT

The occurrence of any of the following events shall be a default by the SUBRECIPIENT (“Events of Default”):

- a. If the SUBRECIPIENT shall default in the due observance and performance of any term, condition, or covenant contained herein; or
- b. Fails to defend, indemnify and hold the CITY harmless as required pursuant to this Agreement; or
- c. Fails to provide or maintain the insurance required pursuant to this Agreement; or
- d. If the SUBRECIPIENT shall voluntarily terminate operations or consent to the appointment of a receiver, trustee, or liquidator of the SUBRECIPIENT for all or a substantial portion of its assets; or
- e. If any warrant, execution, or other writ shall be issued or levied upon any property or assets of the SUBRECIPIENT that could affect performance of this Contract and shall continue un-vacated and in effect for a period of thirty (30) calendar days; or
- f. If the SUBRECIPIENT should, in the reasonable judgment of the CITY, neglect to execute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto.

If an Event of Default continues for fifteen (15) days after written notice of such default to the SUBRECIPIENT, the CITY may, without prejudice to any other remedy it may have at

law or in equity:

- i. Temporarily withhold disbursement of the Funds pending correction of the default by the SUBRECIPIENT;
- ii. Disallow use of the Funds for all or part of the cost of the Services, action or expense not in compliance with the requirements of this Agreement;
- iii. Suspend the performance of this Agreement, in whole or in part, including any further disbursement of Funds;
- iv. Withhold future awards for the program or any other program of the SUBRECIPIENT;
- v. Terminate the Agreement, and permanently cease any further disbursement of the Funds hereunder;
- vi. Impose any penalty against the SUBRECIPIENT that HHS has imposed against the CITY or has requested the CITY to impose against the SUBRECIPIENT; or
- vii. Pursue any other legal or equitable remedy that may be available to the CITY.

After expiration of the cure period set forth above, any remedy selected by the CITY shall be implemented by written notice to the SUBRECIPIENT stating the effective date of the remedy. The CITY reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are appropriate for the noncompliance of the SUBRECIPIENT. If the CITY elects to terminate this Agreement as provided herein, the SUBRECIPIENT agrees, if so demanded by the CITY, to repay the Funds to the CITY within ten days after receipt of the written notice of termination.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the CITY are cumulative, and the exercise by CITY of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the SUBRECIPIENT. Any failures or delays by CITY in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. SUBRECIPIENT agrees that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the CITY shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

SECTION 5. OWNERSHIP OF DOCUMENTS

All materials, reports or other like documents given, prepared, or assembled by the SUBRECIPIENT, which are related to the performance of this Contract, are deemed to be the property of the CITY. The SUBRECIPIENT shall have no property interest in, and may assert no claim or lien on, or right to withhold from the CITY, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the CITY. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the SUBRECIPIENT will upon

request return the data to the CITY at no charge in the format held by SUBRECIPIENT. On CITY request, the SUBRECIPIENT will delete all CITY data and will provide appropriate certification to the CITY to document the disposal. The SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the CITY's data or other confidential information, and shall fully cooperate with the CITY in any legal action taken by the CITY to enforce its rights therein.

The SUBRECIPIENT further agrees to use appropriate safeguards to prevent the use or disclosure of such protected health information other than as provided for by this Contract. The SUBRECIPIENT agrees to safeguard protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. The SUBRECIPIENT will flow down a clause similar to this paragraph in its subcontracts. The SUBRECIPIENT also agrees not to use or further disclose protected health information other than as permitted or required by this Contract, or as required by law. The SUBRECIPIENT further agrees to use appropriate safeguards to prevent the use or disclosure of such protected health information other than as provided for by this Contract. The SUBRECIPIENT is also required to develop and provide any and all training to its own staff who may have contact with protected health information as mandated by HIPAA, and to execute business associate agreements as appropriate with any entities subcontracted to provide services pursuant to Section 20 of the Agreement. Upon request, SUBRECIPIENT shall allow CITY reasonable access to SUBRECIPIENT records concerning the Services provided hereunder. SUBRECIPIENT warrants and represents that it shall obtain any necessary written consent from individuals for the release of such records. Such consent shall satisfy all applicable laws and regulations including, but not limited to, the privacy regulations of HIPAA.

This Section shall survive termination or expiration of this Contract.

SECTION 6. INSURANCE

INSURANCE. SUBRECIPIENT shall, during the term of this Agreement, maintain insurance in amounts which are in compliance with all applicable laws, rules, and regulations and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement.

SECTION 7. INDEMNITY

RELEASE AND HOLD HARMLESS. Subject to the limitation of law, and to the extent allowed by law, the SUBRECIPIENT does hereby forever fully release, acquit and discharge CITY, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from any and all liabilities, duties, responsibilities, obligations, claims, demands, actions, causes of action, cases, controversies, debts, judgments, damages, rights, contracts, damages, deficiencies, costs, losses, and expenses of every kind and nature whatsoever, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise in the future or become known, in law or in equity, in the nature of an administrative proceeding or

otherwise, for or by reason of any event, transaction, matter or cause whatsoever which the SUBRECIPIENT may now have, have ever had or may hereafter acquire by reason of any loss or damages arising out of or in any way relating to or connected with, directly or indirectly, SUBRECIPIENT's work relating to this Agreement. The SUBRECIPIENT understands and acknowledges that a risk exists, that it may incur or suffer loss, damages or injuries as a result of matters, events, occurrences, transactions, causes and things which are unknown, unsuspected or unanticipated at the time this Agreement is executed, which directly or indirectly arise from, and/or related in any way pertaining to it or its agent's work relating to this Agreement. The SUBRECIPIENT assumes this risk and, notwithstanding this risk, intends by this Agreement, to release those claims specifically set forth above as to City. This release shall extend to claims occurring after the Agreement is fulfilled or terminated, as well as while it is in force. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

LIABILITY. Subject to and up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents; and without waiving any right or defense to indemnification that may exist in law or equity. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages. This section shall survive any termination or natural expiration of this Agreement.

SECTION 8. ASSIGNMENT

The SUBRECIPIENT may not assign any part of its rights or obligations in this Agreement and shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of CITY. Any such assignment of rights or contracts without written consent of CITY shall be void and shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY. SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. CITY shall have the right, in its sole and absolute discretion, to withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

SECTION 9. WAIVER

No consent or waiver, express or implied, by either party to this Contract or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder.

Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by CITY or the failure of CITY to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof

and shall not release SUBRECIPIENT of any of its obligations hereunder.

SECTION 10. DESIGNATION OF REPRESENTATIVES

Kathi Thomas, Director, or her authorized representative is hereby designated as the CITY representative with respect to the Services to be performed under this Contract. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY policies and decisions with respect to the Services of the SUBRECIPIENT.

SUBRECIPIENT shall designate a Project Manager as its representative and coordinator having responsible charge of all work performed under this Contract. Said representative or coordinator shall have complete authority to act on behalf of the SUBRECIPIENT.

SECTION 11. SUBRECIPIENT REPRESENTATIONS

SUBRECIPIENT represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Contract; and that it is able to furnish the tools, materials, supplies, equipment, transportation and labor, and is experienced in and competent to perform the Services contemplated by this Contract, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

SUBRECIPIENT represents that the SUBRECIPIENT holds a license, permit or other special license to perform the Services included in this Contract, as required by law, or employees that work under the general supervision of the holder of such license, permits or special license. SUBRECIPIENT shall obtain at its sole cost and expense any and all federal, state, and local permits and licenses required to execute the Services as described in the Work Plan. SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

SECTION 12. SUBRECIPIENT'S EMPLOYEES

The SUBRECIPIENT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the SUBRECIPIENT fails to remove any employee from the Contract Services whom the CITY deems incompetent, careless, or insubordinate, or whose continued assignment to the Services is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this Contract.

SECTION 13. INDEPENDENT SUBRECIPIENT

It is hereby expressly agreed and understood that in the performance of the Services under this Contract, the SUBRECIPIENT and any other person employed by it hereunder shall be deemed to be an independent SUBRECIPIENT and not an agent or employee of the CITY. The SUBRECIPIENT shall be liable for the actions of any person, organization or corporation with

which it subcontracts to fulfill this Agreement. Accordingly, SUBRECIPIENT shall be responsible for payment of all taxes including federal, state and local taxes arising out of the SUBRECIPIENT's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. SUBRECIPIENT shall not be entitled to any benefits afforded to CITY's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation or sick pay. SUBRECIPIENT shall be responsible for providing, at SUBRECIPIENT's expense, and in SUBRECIPIENT's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Agreement. To the extent permitted by law, SUBRECIPIENT shall hereby defend, indemnify and hold the CITY harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the CITY arising out of SUBRECIPIENT's failure with respect to its obligations in this Section. SUBRECIPIENT, upon request, shall furnish evidence satisfactory to the CITY that any or all of the foregoing obligations have been fulfilled. During SUBRECIPIENT's contacts with third parties they shall identify themselves as an independent party and not as an employee for the CITY. SUBRECIPIENT understands and agrees that they do not have the power or authority to bind CITY in any capacity. The CITY shall hold the SUBRECIPIENT as the sole responsible party for the performance of this Agreement. The SUBRECIPIENT shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by the SUBRECIPIENT shall create a partnership, joint venture or agency with the CITY. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

SECTION 14. APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL

Unless otherwise provided in this Agreement, the applicable laws of the United States of America and of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. CITY and SUBRECIPIENT hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of CITY and SUBRECIPIENT, and/or any Claims of injury or damage. No legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by CITY and the SUBRECIPIENT, and any other person sought to be joined. Any consent to legal proceedings involving any additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein.

SECTION 15. COMPLIANCE WITH LAWS

The SUBRECIPIENT shall, in the performance of its obligations hereunder, comply with all

applicable laws, rules and regulations in EXHIBIT C AND of all governmental authorities having jurisdiction over the performance of this Contract, including but not limited to the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 et seq., including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), the Americans with Disabilities Act, and Nevada’s Employment Practices Statutes (NRS 613.330 et seq.), as applicable.

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

SECTION 16. SEVERABILITY

If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

SECTION 17. PROHIBITION AGAINST CONTINGENT FEES

The SUBRECIPIENT warrants that no person or entity has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, and brokerage or contingent fee. For breach or violation of this warrant, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

SECTION 18. PUBLICITY

The CITY shall approve, in advance, all Publicity concerning the Services of the SUBRECIPIENT with respect to the performance of the Contract.

SECTION 19. CONFIDENTIALITY

Except as detailed in Section 41 of the Agreement, and to the extent permitted by law, all information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the SUBRECIPIENT pursuant to this Agreement is confidential and privileged. The SUBRECIPIENT shall not disclose this information, nor allow to it to be disclosed to any person or entity without the express prior written consent of the CITY. The

SUBRECIPIENT will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the CITY's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The SUBRECIPIENT shall have the right to use any such confidential information only for the purpose of providing the Services under this Contract, unless the express prior, written consent of the CITY is obtained. CITY shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the CITY's information or in any patents, software, or other technology, either expressly or by implication to the SUBRECIPIENT. Upon request by the CITY, the SUBRECIPIENT shall promptly return to the CITY all confidential information supplied by the CITY, together with all copies and extracts. SUBRECIPIENT is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the CITY's best interest. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the CITY, then in the public domain; (ii) the information is known to the SUBRECIPIENT prior to obtaining the same from the CITY; (iii) the information is obtained by the SUBRECIPIENT from a third party who did not receive the same directly or indirectly from the CITY; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the SUBRECIPIENT shall notify the CITY. In such event the CITY, in its sole discretion, may seek to quash such demand. The SUBRECIPIENT shall also require subcontractors and vendors to comply with this requirement and shall include this confidentiality provision in its agreements with all subcontractors and vendors related to the Services.

SECTION 20. SUBCONTRACTS

SUBRECIPIENT agrees to include in all professional subcontracts, in connection with performance of the terms and obligations imposed under this Contract, the following:

- a. A provision that SUBRECIPIENT agrees to pay the subcontractor when paid for that portion of the Services by the CITY, that no liability arises on the part of the to the subcontractor for payment of the subcontracted Services until payment has been made by the CITY, and that if the CITY has paid the SUBRECIPIENT for said subcontracted Services, then the subcontractor's only recourse is against the SUBRECIPIENT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
- b. A provision that the subcontractors have no more rights against the CITY than that of the SUBRECIPIENT.
- c. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Contract.

Further, Services specified by this Contract shall not be subcontracted by SUBRECIPIENT without prior written approval of the CITY. Approval by the CITY of SUBRECIPIENT's request to subcontract, or acceptance of or payment for subcontracted Services by the CITY shall not in any way relieve the SUBRECIPIENT of responsibility for the professional and

technical accuracy and adequacy of the Services. The SUBRECIPIENT shall be, and remain, liable for all damages to the CITY caused by negligent performance or non-performance of Services under this Contract by the SUBRECIPIENT's subcontractor or its sub-subcontractor. The compensation due under Section 2 of this Contract shall not be affected by the CITY's approval of the SUBRECIPIENT's request to subcontract.

SECTION 21. RIGHT TO REVIEW AND AUDIT

The SUBRECIPIENT agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five (5) years after project closeout, except those records subject to audit findings which shall be retained for three (3) years after such findings have been resolved. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the CITY all of its records relating to this Agreement which will be retained by the CITY for the required period of time.

The SUBRECIPIENT agrees to permit the CITY, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT's operation of the Services. The SUBRECIPIENT further understands and agrees that the inspection and audit would be exercised upon written notice to the SUBRECIPIENT. If the SUBRECIPIENT records or books are not located within Clark County Nevada, SUBRECIPIENT agrees to deliver the records or books to the address within the CITY of Las Vegas designated by the CITY. If the CITY, or its designated representative(s), finds that the books or records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the CITY, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Services, including the performance records that may be required by relevant directives from the funding sources of the CITY.

SECTION 22. NOTICES

All notices that are required or which may be given by either party to the other hereunder shall be in writing and delivered by personal delivery, by overnight delivery service, or by prepaid certified or registered U.S. mail, return receipt requested, addressed to the receiving party at the address appearing below or such other address as the receiving party may designate by notice given in the manner provided in this section. Such notice shall be deemed to have been received on the earlier of the date of personal delivery, the date of delivery through overnight delivery service, the date of receipt shown on the return receipt, or three (3) days after mailing in accordance with this section.

CITY: City of Las Vegas,
Department of
Neighborhood Services
Attention: Kathi Thomas, Director

495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101

SUBRECIPIENT: Southern Nevada Health District
ATTN: Contract Administration
280 S. Decatur Blvd.
Las Vegas, NV 89107

SECTION 23. MODIFICATION

This Contract may be modified or amended only by a written instrument duly executed on behalf of the parties hereto. In addition, SUBRECIPIENT and CITY hereby agree to amend or otherwise revise this Agreement in writing should such modification be required by HHS and/or any applicable Federal statutes or regulations.

SECTION 24. TERMINATION

This Contract may be terminated by the CITY after an Event of Default in accordance with Section 4.

The Contract may be terminated by the SUBRECIPIENT in the event the CITY defaults in the due observance and performance of any term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the SUBRECIPIENT delivers written notice of such default to the CITY.

Either Party may terminate this Contract for any reason upon at least thirty (30) calendar days written notice to the other Party. In the event either Party delivers notice of its intent to terminate under this Contract pursuant to this paragraph, the SUBRECIPIENT shall terminate performance of the Services on a schedule acceptable to the CITY. If termination is for the CITY's convenience, the CITY shall pay the SUBRECIPIENT for all the Services performed and termination expenses, including, but not limited to, costs for charges incurred by the SUBRECIPIENT that cannot be cancelled. If termination is for the SUBRECIPIENT's convenience, SUBRECIPIENT will be paid for all Services actually provided and billed by SUBRECIPIENT as of the date of termination.

SECTION 25. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Contract are hereby canceled.

SECTION 26. FORCE MAJUERE

If the SUBRECIPIENT's Services under this Contract are delayed for reasons beyond the SUBRECIPIENT's control that could not have reasonably been foreseen by the SUBRECIPIENT, the time of performance shall be adjusted appropriately. Except where the

Services provided are under a continuous service contract for more than one (1) year from the Effective Date, the price shall be subject to renegotiation; any change in such price shall apply only to the unfinished Services as of the effective date of such change.

SECTION 27. WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission or any other act of either of them.

SECTION 28. RELIANCE ON DATA

In performance of the Services, the SUBRECIPIENT shall have the right to rely upon data and information provided by CITY, but will use such data or information to the extent such information would be relied upon by a reasonably prudent SUBRECIPIENT.

SECTION 29. FISCAL FUNDING

Funding of this Contract is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the specified Services are not allocated by the CITY, this Contract shall be terminated at the expiration of the appropriated funds, and SUBRECIPIENT will not be required to complete Services for which funds are not appropriated. Furthermore, the CITY shall be liable only for payment proportional to the extent that Funds are received by the CITY, and SUBRECIPIENT shall be responsible for completion of Services only to the extent that such Services can be funded by CITY. Notwithstanding the foregoing, CITY reasonably believes that sufficient funds can be obtained for this Contract from the budget for the fiscal years covered by the term of this Contract.

SECTION 30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 31. CONFLICT OF INTEREST

The SUBRECIPIENT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Contract. Without limitation, the SUBRECIPIENT represents to the CITY that the SUBRECIPIENT has no present, and will have no future conflict of interest between providing the CITY Services hereunder and interest the SUBRECIPIENT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state regulatory agency)

which has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the CITY. In the event that any conflict of interest should nevertheless hereinafter arise, the SUBRECIPIENT shall promptly notify the CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Contract.

SECTION 32. SUSPENSION

The CITY may suspend performance by SUBRECIPIENT under this Contract for such period of time as the CITY, at its sole discretion, may prescribe by providing written notice to the SUBRECIPIENT at least ten (10) business days prior to the date on which the CITY wishes to suspend. The SUBRECIPIENT shall not perform further Services under this Contract after the effective date of suspension until receipt of written notice from the CITY to resume performance, and the time period for SUBRECIPIENT's performance of the Services shall be extended by the amount of time such performance was suspended. In the event the City delivers notice of its intent to suspend Services under this Contract, the SUBRECIPIENT shall suspend performance of the Services on a schedule acceptable to the CITY. If termination or suspension is for the CITY's convenience, the CITY shall pay the SUBRECIPIENT for all the Services performed and any costs for charges incurred by the SUBRECIPIENT that cannot be canceled.

SECTION 33. TIME OF ESSENCE

Time is of the essence as to each and every provision of this Contract.

SECTION 34. AUTHORITY

The Parties each represent and warrant that the person signing this Contract on behalf of the respective Party has all requisite authority to bind said Party to the terms and obligations of this Contract.

SECTION 35. FEDERAL CONDITIONS

This project may be funded in whole or part by federal funds, therefore the Health and Human Services Grant Agreement and related Federal Requirements, attached as Exhibit C, is applicable to this Contract. SUBRECIPIENT hereby certifies that it (i) has read and reviewed the same, and any statutes, rules, regulations and laws referenced, (ii) fully understands the same, and (iii) has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities thereunder. SUBRECIPIENT hereby covenants and agrees to comply with all governmental requirements at all times during the term of this Agreement.

SECTION 36. EXHIBITS

Each of the Exhibits referenced in this Contract is incorporated herein by reference. In the event of an inconsistency between any provision of this Contract and the terms and conditions of the Exhibits, the provision of this Contract shall govern.

SECTION 37. SECTION HEADINGS AND SUBHEADINGS

The Section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 38. INTERPRETATION

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

SECTION 39. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

SECTION 40. OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE

It is agreed by and between the parties of this Agreement, that in no event shall any official, officer, employee, or agent of either Party in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

SECTION 41. PUBLIC RECORDS

The Parties are public agencies as defined by state law. As such, each Party is subject to the Nevada Public Records Law (NRS Chapter 239). The Parties' records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

**SOUTHERN NEVADA HEALTH DISTRICT
DOING BUSINESS AS SOUTHERN
NEVADA COMMUNITY HEALTH CENTER**

Carolyn G. Goodman, Mayor Date

By: _____
Fermin Leguen, MD, MPH Date
Executive Director

Attest:

LuAnn D. Holmes, MMC, City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*This document is approved as to form.
Signatures to be affixed upon ratification by
SNCHC's governing body*

Deputy City Attorney

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District
doing business as Southern
Nevada Community Health Center

Council Action: _____, 2022– Item # _____

EXHIBIT “A” WORK- PLAN

Name of Project: City of Las Vegas (CLV) Health Equity and Literacy (HEAL) Project				
Goal 1: The HEAL initiative aims to increase health literacy among disparate populations in Las Vegas, Nevada.				
Objective 1	Activities/Tasks	Responsible Person	Timeframe	Outputs
1. By the end of quarter 2, form a community stakeholder group.	<ul style="list-style-type: none"> a. Identify and obtain commitments from community stakeholders to inform HEAL Project b. Schedule quarterly meetings for stakeholder group 	<ul style="list-style-type: none"> a. CLV b. CLV 	<ul style="list-style-type: none"> a. Quarter 1-2 b. Quarter 2, 3, 4, 5, 6, 7, and 8 	<ul style="list-style-type: none"> a. Final list of stakeholders b. Meeting minutes from each of the stakeholder meetings
Objective 2	Activities/Tasks	Responsible Person	Timeframe	Outputs
2. By the end of quarter 2, enroll 4 FQHCs/Wellness Centers to participate in the Health Equity and Literacy (HEAL) project.	<ul style="list-style-type: none"> a. Identify 4 FQHCs/Wellness Centers b. Identify lead decision makers who can make changes in each of the FQHCs/Wellness Centers for both the control and intervention groups c. Complete Memorandums of Understanding (MOUs) with 4 FQHCs/Wellness Centers 	<ul style="list-style-type: none"> a. CLV b. CLV c. CLV d. UNLV 	<ul style="list-style-type: none"> a. Quarter 1-2 b. Quarter 1-2 c. Quarter 2 d. Quarter 2 	<ul style="list-style-type: none"> a. 4 FQHCs/Wellness Centers participate in CLV’s HEAL Project b. 4 lead decision makers identified at each of the FQHCs/Wellness Centers c. MOUs with 4 FQHCs/Wellness Centers

	<p>d. At each of the 4 FQHCs/Wellness Centers, complete organization CLAS pre-assessments and collect the following matching variables:</p> <ul style="list-style-type: none"> Zip codes Demographics of patients Number of medical providers Type of medical providers Number of staff (Administration) Number of and type of patients (new vs. existing) Number of existing CHWs Presence of COVID-19 testing Presence of COVID-19 vaccination <p>e. Assign 2 FQHCs/Wellness Centers as control and 2 FQHCs/Wellness Centers as intervention considering the CLAS assessment and the matching variables listed above</p>	<p>e. UNLV</p>	<p>e. Quarter 2</p>	<p>d. 100% completed organizational CLAS pre-assessments</p> <p>e. 2 FQHCs/Wellness Centers assigned to the control group and 2 assigned to the intervention group</p>
Objective 3	Activities/Tasks	Responsible Person	Timeframe	Outputs

<p>3. By the end of quarter 4, 100% of FQHCs/Wellness Centers in the <i>intervention</i> group will have received their CLAS training and technical assistance.</p>	<p>a. Collect and analyze pre-assessments of staff and patients at 2 intervention FQHCs/Wellness Centers to quantify current health literacy</p> <p>b. Conduct CLAS training with FQHCs/Wellness Center staff at the 2 intervention FQHCs/Wellness Centers</p> <p>c. Identify existing and/or create evidence-based, culturally and linguistically appropriate, health education materials for COVID-19 vaccination, testing, and treatment</p> <p>d. Conduct technical assistance/coaching sessions for the 2 intervention FQHCs/Wellness Centers</p>	<p>a. UNLV/FQHCs/Wellness Centers</p> <p>b. TBD</p> <p>c. Stakeholders CLV, UNLV, CSN</p> <p>d. TBD</p>	<p>a. Quarter 3</p> <p>b. Quarter 3</p> <p>c. Quarter 2-3</p> <p>d. Quarter 3-4</p>	<p>a. 50% of staff and 175 patients will complete pre-assessments as baseline measures of health literacy</p> <p>b. 80% of FQHCs/Wellness Center staff will complete the pre/post training survey</p> <p>c. Number of COVID-19 materials that were provided to FQHCs/Wellness Centers</p> <p>d. Documentation of technical assistance/coaching provided at FQHCs/Wellness Centers</p>
Objective 4	Activities/ Tasks	Responsible Person	Timeframe	Outputs
<p>4. By the end of quarter 4, At least 20 Community Health Workers (CHWs) will complete</p>	<p>a. Recruit CHW candidates from target zip codes</p> <p>b. Train candidates for CHW certification</p>	<p>a. CSN</p> <p>b. CSN</p> <p>c. UNLV, CSN</p>	<p>a. Quarter 1-3</p> <p>b. Quarter 2-4</p> <p>c. Quarter 2-4</p>	<p>a. 100% of CHWs trained are from target zip codes</p> <p>b. 20 CHWs certified</p> <p>c. 100% of CHWs completed pre-</p>

CHWs training.	c. Conduct pre- and post-training assessments regarding health literacy			and post-health literacy assessments
Objective 5	Activities/ Tasks	Responsible Person	Timeframe	Outputs
5. By the start of quarter 4, the <i>intervention</i> group will begin implementation of CLAS standards.	<p>a. Assign trained CHWs to the 2 intervention FQHCs/Wellness Centers</p> <p>b. Implementation of CLAS standards</p> <p>c. Disseminate culturally and linguistically appropriate, health education materials for COVID-19 vaccination, testing, and treatment to 2 intervention FQHCs/Wellness Centers</p> <p>d. Collect data from patients at the 2 intervention FQHCs/Wellness Centers</p> <p>e. Collect data from FQHCs/Wellness Center staff and CHWs at the 2 intervention FQHCs/Wellness Centers</p>	<p>a. CLV</p> <p>b. CHWs and FQHC/Wellness Center</p> <p>c. CHWs and FQHC/Wellness Center</p> <p>d. CHWs</p> <p>e. UNLV</p>	<p>a. Quarter 2-4</p> <p>b. Quarter 4-8</p> <p>c. Quarter 4-8</p> <p>d. Quarter 4-8</p> <p>e. Quarter 7</p>	<p>a. A maximum of 10 paid CHWs will be assigned to each intervention site</p> <p>b. Number of CLAS strategies adopted or changed</p> <p>c. Clinic staff disseminate COVID-19 related to educational material</p> <p>d. At least 300 Patients will complete health literacy surveys: pre-& post-visit and 2 week follow-up</p> <p>e. At least 50% of FQHCs/Wellness Center staff and 100% of</p>

				CHWs will complete post-surveys
Objective 6	Activities/ Tasks	Responsible Person	Timeframe	Outputs
6. By end of quarter 7, data collection and incentive activities at the 2 <i>control</i> sites will be completed.	<ul style="list-style-type: none"> a. Collect and analyze pre-assessments of staff and patients at the 2 Control FQHCs/Wellness Centers to quantify current health literacy b. Collect post-assessment data from patients c. Conduct CLAS training with center staff 	<ul style="list-style-type: none"> a. UNLV b. UNLV c. TBD 	<ul style="list-style-type: none"> a. Quarter 3 b. Quarter 6 c. Quarter 7 	<ul style="list-style-type: none"> a. 50% of staff and 175 patients will complete pre-assessments as baseline measures of health literacy b. At least 175 patients will complete post-assessment health literacy surveys c. 80% of staff completed pre and post CLAS training surveys
Objective 7	Activities/ Tasks	Responsible Person	Timeframe	Outputs
7. By the middle of Quarter 8, CHWs professional advancement	<ul style="list-style-type: none"> a. Conduct career advancement survey via telephone/online of CHWs to assess their obtainment of CHWs II 	<ul style="list-style-type: none"> a. UNLV 	<ul style="list-style-type: none"> a. Quarter 8 	<ul style="list-style-type: none"> a. 70% of CHWs will complete career advancement surveys

will be assessed.	status, as well as current job status			
Objective 8	Activities/Tasks	Responsible Person	Timeframe	Potential Outcomes
8. By the end of Quarter 8, final results from the project will be available.	<ul style="list-style-type: none"> a. Conduct data entry and analysis b. Write report 	<ul style="list-style-type: none"> a. UNLV b. UNLV 	<ul style="list-style-type: none"> a. Quarter 3-7 b. Quarter 8 	<ul style="list-style-type: none"> a. Complete data analysis b. Complete report

EXHIBIT B PROGRAM BUDGET

The total amount of funds to be provided by City for the Subrecipient's Services under this Agreement shall not exceed the sum of TWO HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-SIX NO/100THS DOLLARS (\$247,346) The Subrecipient agrees to invoice the City only for eligible budget expenditures set forth in the line item categories identified below:

2022-2024	Year 1	HEAL/CLAS			
SNHD		<u>EXPENSE CLASSIFICATION:</u> Salaries			<u>Funding Totals</u>
Personnel	Name	Salaries	FTE	Years	
Health Equity	Xavier Foster	\$ 106,725	0.15	1	\$ 16,009
Total Staffing			0.15		16,009
Fringe 42.75%					
Fringe			42.75%		\$6,844
Personnel Total					\$22,853
SNHD		<u>EXPENSE CLASSIFICATION:</u> Equipment			<u>FEDERAL</u>
Equipment			Cost	QTY	
Equipment Total					\$0
SNHD		<u>EXPENSE CLASSIFICATION:</u> Supplies			<u>FEDERAL</u>
Supplies			Cost	Quantity	
Office SuppliesSupplies including pens, paper, ink, folders, printed materials, paper clips, staplers, staples, tape dispensers, tape, markers, highlighters, push pins, tacks, post-its, and other office supplies needed to operate the Health Center @ \$100 per month per CHW for 12 months			\$ 300	12	\$3,600
Supplies Total					\$3,600
SNHD		<u>EXPENSE CLASSIFICATION:</u> Travel			<u>FEDERAL</u>
Travel			Cost	Quantity	
Travel - \$0.62 per mile x 100 miles per month (\$62) x 3 CHWs = \$186 & \$186/month x 12 months = \$3,348			\$ 186	12	\$2,232
Travel Total					\$2,232
SNHD		<u>EXPENSE CLASSIFICATION:</u> Other			<u>FEDERAL</u>
Other			Cost	Unit	
Dell Latitude 7410 BTX Laptops @ \$1199.40 x 3			\$ 1,199.40	3	\$3,599
Printing Materials and Supplies for external and internal education, promotion, handouts, signage, training, etc.			\$ 500.00	12	\$6,000
					\$9,599
SNHD		<u>EXPENSE CLASSIFICATION:</u> Contractual			<u>FEDERAL</u>
3 Temporary CHWs @ \$29.90/hour x 40 hours/week = \$3,588/week x 52 weeks			\$ 3,588.00	52	\$186,576
Contractual Total					\$186,576
Total Direct Cost:					\$224,860
Indirect Costs - % of Direct Costs				10%	\$22,486
Total Budget					\$247,346

REQUEST FOR RELEASE OF FUNDS (“RFF”)

This form must be used to request reimbursement by the City of Las Vegas Department of Neighborhood Services Health and Human Services funds allocated for the Subrecipient’s Services. This Request for Funds should be emailed to the project coordinator by the 15th of each month for the following month’s expenses. Failure to properly submit this form, along with back-up documentation, such as copies of canceled checks, invoices, purchase orders, accounts payable printout or check register, will result in a non-pay status for the request. ***Do not alter this form.*** These funds must be used for reimbursement of expenses identified by the Subrecipient in the Program Budget Form. The Subrecipient may not seek reimbursement or use the funds for line item expenses not identified in the Program Budget Form, and not included on this RFF. Signature below certifies that this information is true and correct.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed. Additionally, unless requested and approved in writing, Subrecipients are expected to spend and request reimbursement **monthly**.

Total Award	\$247,346	
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Request #	Amount of Request	Period Covered
		From To

Subrecipient:	Phone:
Program:	FAX:
Contact Person:	E-mail:

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remain ing Funds
Direct Client Services (salaries)	\$			
Administration (salaries)	\$			
Direct Program Delivery Costs	\$			
Supplies	\$			
Operating Costs	\$			
TOTAL	\$			

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and related Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Signature
Date

EXHIBIT C
FEDERAL
CONDITIONS

FEDERAL GENERAL CONDITIONS

- A.** Compliance with Terms and Conditions. You must comply with all terms and conditions outlined in this agreement, 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 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. 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, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award.
- B.** 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 at 45C.F.R. Part 75.