

**City of Sparks, NEVADA
GRANT PROGRAM CONTRACT
FY 2011-2012**

THIS CONTRACT, entered into as of this _____ day of _____, 2011 by and between the **City of Sparks**, a municipal corporation existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "City") and **HAWC Community Health Center**, (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the City, has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of human services or otherwise meet community needs in the Truckee Meadows; and

WHEREAS, the City is a member of the Washoe County Human Services Consortium (hereinafter "Consortium") consisting of the cities of Reno and Sparks, and Washoe County and has adopted a Consolidated Plan which identifies and addresses human service needs; and

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

WHEREAS, the Programs outlined in this Contract have been designated by the City as consistent with the Consolidated Plan objectives for the development of housing, community and economic needs and resources, strategies and priorities to produce a viable community in the Truckee Meadows. Furthermore, the City has determined that the programs will attempt to meet two measurable outcomes related to the designated service delivery category. The programs, when funded by the Community Development Block Grant (CFDA 14.218) funds, also comply with one of the three broad national objectives of providing benefits to low-income and moderate-income families, aiding in the prevention or elimination of slums or blight and meeting other community development needs which have a particular urgency; and

WHEREAS, the Consortium, for which the City of Sparks is the designated "Grantor" on this Contract, desires to grant to the Grantee funds in the amount of **\$28,426.00** of City of Sparks General Funds to assist the Grantee in meeting the program measurable outcomes and the minimum agency requirements listed in the Grantee Agency Manual; and

WHEREAS, the Grantee's legal status is as a recognized IRS 501(c)3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the City with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

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

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. **The City Staff:** The City Staff consists of those persons working for the City of Sparks who represent the Washoe County Human Services Consortium and designated to administer the grant as identified above.
- b. **Program Measurable Outcomes:** The program measurable outcomes which are mutually agreed to by the City and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. **Project Supervisor:** The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the City Staff.
- d. **Grantee Agency Administrative Manual:** Grantee represents that it has the most current version of the manual and that the manual is incorporated by reference herein and that it provides the Grantee with a set of procedures for the administration and financial management of the programs.

2. NOTICES

Communications and details concerning this Contract shall be directed to the following Contract representatives:

GRANTEE

City of Sparks
Trish Kuehl, Sr. Administrative Analyst
431 Prater Way
Sparks, Nevada 89431
Phone: (775) 353-7867
Fax: (775) 353-7899

SUBGRANTEE AGENCY

HAWC Community Health Center
Sharon Nipp, Development Director
1450 Ridgeview Dr., Ste. 200
Reno, NV 89519
Phone: (775) 336-3065
Fax: (775) 336-0665

3. PROGRAM MEASURABLE OUTCOMES

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by City Staff, the following program measurable outcomes:

PROGRAM: *Dental Access for Uninsured Children: to provide oral health care for 186 uninsured children in Washoe County.*

Monthly/Quarterly Reports: Quarterly
For the purposes of this Contract, quarters shall begin on July 1, October 1, January 1, and April 1.

A. MEASURABLE OUTCOME:

Seventy-five percent (75%) of enrolled families requiring mainstream resources will be pursued assistance from the appropriate agency, including HAWC's on-site Women's, Infants and Children (WIC) and SCHIP programs.

TRACKING MECHANISM:

Enrolled families are monitored by program support personnel on a regular basis to determine, in part, the services accessed.

B. MEASURABLE OUTCOME:

A minimum of 186 uninsured children, age 18 and younger, will receive direct dental care services.

TRACKING MECHANISM:

Maintain records of enrollment and total number of uninsured children served in the HAWC Electronic Medical Records (EMR) Dentrix software system.

4. PROCEDURAL REQUIREMENTS

- a. The City Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein. In addition, all outlined requirements in the Grantee Agency Manual must be complied with including the following:

- *Minimum Agency Performance Requirements
- *Acceptable Agency Policy Plan including the following:
 - Hiring/Firing Procedures
 - Grievance Procedures
 - Affirmative Action Plan
 - Accessibility Plan
 - Drug-Free Workplace Statement

- b. Substandard performance as determined by City Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City Staff, Contract suspension or termination procedures will be initiated. If the first request for reimbursement is not submitted prior to the end of the first quarter of the grant period, this Contract will become null and void unless the Grantee has received approval from the City Staff in advance.

- c. Program outcomes may be administratively modified by Consortium staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2011-2012.

5. **TERM**

This Contract is to commence on July 1, 2011. All of the services required hereunder shall be completed by June 30, 2012.

6. **COMPENSATION**

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

Program: *Dental Access for Uninsured Children*

<u>Description</u>	<u>Amount</u>
Salaries & fringe	\$28,426.00
TOTAL CONTRACT AMOUNT:	\$28,426.00

Funding provided herein, will reimburse or offset the cost of the Dental Access for Uninsured Children Program and achieving the goals as noted under Program Measurable Outcomes for qualifying low- and moderately-low income clients; funding is provided toward the cost of the Dentist and Dental Hygienist. Example forms of financial backup agency will provide: copies of paid invoices and copies of checks that paid the invoice; time sheets and pay stubs.

7. **METHOD OF PAYMENT**

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract and the Grantee Administrative Manual.

8. **GENERAL TERMS AND CONDITIONS**

- a. **Required Reports/Audits.** The Grantee agrees to file quarterly reports as outlined in this Contract. Audits are required as follows:

An annual audit covering the grant year(s) in this Contract must be submitted to the City within 180 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and client record keeping on a program basis using approved bookkeeping and record keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the City Staff. Specific client records, including names, shall be available to the City Staff upon request.
- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the City and with funds obtained pursuant to the Contract, shall be the property of the City unless otherwise provided in writing by the City.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget in accordance with the Grantee Administrative Manual.
- e. **Purchase of Equipment and Supplies.** The Grantee shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more persons capable of performing the contract, if available. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantees that derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the City Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the City for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, City may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs).
- i. **Reversion of Assets.** Where CDBG funds are distributed pursuant to this Contract, then upon expiration of the Contract the Grantee shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the

Grantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan) in excess of \$25,000 is either:

- (1) Used to meet one of the national objectives in 24CFR570.208 until five years after expiration of the Contract, or for such longer period of time as determined to be appropriate by the City; or
- (2) Not used in accordance with paragraph (1) above, in which event the Grantee shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City.

- j. **Insurance Requirements.** The City has established specific insurance requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are outlined in "Bonding and Insurance", in the "General Agency Requirements" in Section II of the Grantee Agency Manual. All of the requirements must be complied with prior to any reimbursement for any program.

The Grantee shall maintain, at least, the following insurance policies. Each insurance policy shall name the City as additional insured. Proof of insurance is required at the beginning of the grant year (July 1). All policies will be written by Best A-Rated companies and shall have policy limits no less than:

- (1) General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the occurrence limit or revised to apply separately to each project or location.
- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
- (3) Professional Liability: \$500,000 per occurrence and as an annual aggregate.

- k. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify City staff.

- l. **Indemnification Agreement.** Grantee shall indemnify, defend and hold harmless City, (including where applicable the City of Sparks and/or Washoe County where funding under the Contract is provided by such entities) its officers, officials, employees, agents and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, causes of action, attorneys' fees, or expenses of any kind or nature that arise out of, or are in any way related to, in whole or in

part, the negligence or misconduct, or acts or omissions, of Grantee, its officers, officials, employees, volunteers, agents, contractors and anyone else under the direction or supervision of Grantee while performing or failing to perform Grantee's duties under this Contract.

In the event of a lawsuit against the City (including where applicable the City of Sparks and/or Washoe County where funding under the contract is provided by such entities) arising out of the activities of the Grantee, should the Grantee be unable to defend the City, (and, where applicable, the City of Sparks and/or Washoe County where funding under the Contract is provided by such entities), due to the nature of the allegations involved, if at the lawsuit's conclusion, it is determined that the basis for the action was the negligent acts, errors or omissions of the Grantee, then the Grantee must reimburse the City, (and where applicable, the City of Sparks and/or Washoe County), their officers, officials, employees, agents and volunteers, for their reasonable costs of defending such action. The indemnity obligations of this Contract shall survive the termination of this Contract and shall be binding upon the parties and the parties' legal representatives, heirs, successors and assigns.

- m. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the City Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
- n. **Federal Procurement Eligibility.** The Grantee certifies that a non-federal entity, the Grantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- o. **Grounds for Reduction of Compensation or Termination of the Contract.** The City Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
 - (1) Failure of the Grantee to file quarterly reports by the 15th day following the end of each quarter;
 - (2) Failure of the Grantee to meet 70% of the Contract's program measurable outcomes and/or expend 50% of all grant funds by the end of the third quarter of the fiscal year;
 - (3) Failure of the Grantee to meet any standards specified in this Contract;

- (4) Expenditures under this Contract for ineligible activities, services, or items;
- (5) Failure to comply with written notice from City Staff of substandard performance in scope of services under the terms of this Contract;
- (6) Failure of the Grantee to comply with the Grantee Administrative Manual or the State and Federal Accounting Laws;
- (7) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (8) Where applicable, notification by HUD to the City Staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Community Development Block Grant Funds are not deemed to be related to the Consolidated Plan;
- (9) Where applicable, notification by HUD to the City Staff that said programs funded by the Community Development Block Grant Funds are deficient and that continued support of the programs would not provide an adequate level of services to low income and minority people;
- (10) Failure of the City or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the City to completely carry out the programs provided in this Contract;
- (11) Where applicable, written notification from HUD or the State of Nevada to the City Staff that the program funds made available to the Grantee are being curtailed, withdrawn, or otherwise restricted;
- (12) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the City Staff reserves the right to reduce the Contract amount; or
- (13) Failure of the Grantee to pay debts owed to the City or other debts when due.

p. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- (2) All of the services required hereunder will be performed by the Grantee,

and all personnel engaged in the work shall be fully qualified.

- q. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency.
- r. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- s. **Integration.** This Agreement, including the Recitals and the Grantee Administrative Manual, all of which are incorporated by reference as a part of this Contract, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- t. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- u. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.**

- (1) The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Grantee will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
 - (2) Vietnam Veterans. The Grantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
 - (3) The Grantee agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Grantee utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If a Grantee solicits or requests for invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders.
- c. **Nondiscrimination in Federally Assisted Programs.** The Grantee will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- d. **Hatch Act.** Neither the Grantee program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of

Chapter 15 of Title 5, United States Code.

- e. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Contract regarding the provision of essential services and/or the payment of operational costs, the Grantee:
 - (1) Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs:
 - A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - B. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this Contract.
- f. **Drug-Free Workplace Requirements.** The Grantee agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Grantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.
- g. **Influence/Lobbying Requirements.** The Grantee agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The Grantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.
- h. **Conflict of Interest.**
 - (1) A Grantee who has a City Council person or County Commissioner on their Board of Directors will not receive grant funds unless there is a public disclosure of the conflict and approval from the City.
 - (2) The Grantee shall prohibit any conflicts of interest as defined in Section 24CFR570.611. (See Grantee Administrative Manual, Appendix #5).

This section covers employees, agents, consultants, officers or elected or appointed officials of the Grantee and relates to procurement of supplies, equipment and services, as well as acquisition or disposition of property.

(Remainder of the page intentionally left blank.)

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

HAWC COMMUNITY HEALTH CENTER

By: _____
Chairperson, Board of Directors

By: _____
Executive Director

CITY OF SPARKS

ATTEST:

By: _____
Geno R. Martini, Mayor

City Clerk

APPROVED AS TO FORM ONLY:

By: _____
City Attorney