

Assessor's Parcel Number: N/A

Date: JULY 21, 2017

Recording Requested By:

Name: TRAVIS LEE, COMMUNITY SERVICES

Address:

City/State/Zip:

Real Property Transfer Tax: \$ N/A

DOUGLAS COUNTY, NV

This is a no fee document

DC/COMMUNITY SERVICES

NO FEE

2017-901748

07/24/2017 09:32 AM

(Title of Document) (HOMEMAKER)

APPROVED JULY 20, 2017 ITEM# F BOCC

AGING AND DISABILITY SERVICES DIVISION

0.2017.138

NOTIFICATION OF GRANT AWARD

2017 JUL 21 PM 2: 49

Grantee:

Douglas County

Date:

June 20, 2017

DOUGLASECHUNITY

Douglas County Senior Services

New / Revised Award:

New

rant Number:

04-000-02-LX-18

Award Fiscal Year:

2018

Grant Pelist HTY

7/1/2017 - 6/30/2018

Vendor #:

T40174400E

Funded Service:

Homemaker

DUNS #:

010984979

Grant Type:

Fixed Fee.

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.CFDA #				Total
Funding Source	Independent Living			Total
Award	\$34,875.00		_ \ \	\$34,875.00
Carryover				\$0.00
Supplement))	\$0.00
Deobligation				\$0,00
Total Amount Awarded	\$34,875.00	\$0.00	\$0.00	\$34,875.00
Required Match	\$5,231.00	\$0.00	\$0.00	\$5,231.00

Standard Grant Conditions

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application.

 The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

Initials	Date

NOTIFICATION OF GRANT AWARD

- J. All Division funded programs must be listed on the Nevada 2-1-1 website www.Nevada211.org.
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will de-obligate all funds not obligated by the end of the grant award period. Grantees must request funding for reimbursements within a month of the end of the grant period unless otherwise directed by ADSD.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$15.00 for each hour of homemaker service provided.
- 2. Grant funds will be placed on hold until the following are received and approved by the RD Specialist:
 - Revised Budget
 - Revised Projected Output

	6/21/17
Edward Ableser, Administrator	Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

Malle 6 Days

Date

Douglas County 04-000-02-LX-18

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division	
Hereinafter referred to as "Division" and	
Douglas County	
hereinafter referred to as "Contractor"	

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- 1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 3. **Contractor** shall mean the name of the organization described above.
- Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

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III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary interlocal or other agreement.

V. <u>USE OR DISCLOSURE OF INFORMATION</u>

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

- The disclosure is required by law; or
- 2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
- 3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

- Agents and Subcontractors. Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
- 2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- 3. Reporting Improper Use or Disclosure. Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- 4. Return or Destruction of Confidential Information. Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

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IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

Signature

William Penzel

Print Name

Chair Bocc

DIVISION

Signature

Edward Ableser

Print Name

Administrator

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Right-Treasurer's Office on this

Date: 6/20/17