

Recorder's Office Cover Sheet

Recording Requested By:

Name: Geoff Bonar

Department: Community Services



KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

FILED

NO. 2021.19311/30/21
DATEDOUGLAS COUNTY CLERK
MINDEN, NVBY q/b DEPUTY

**NOTICE OF SUBCONTRACT AWARD
RCORP-IMPLEMENTATION SERVICES**

Coalition: Community Chest, Inc.		SubContractee Name: Douglas County Social Services		
Address: P.O Box 980 Virginia City, NV 89440		Address: 1133 Spruce Street Gardnerville, NV 89410		
Contract Period: September 1, 2021 – August 31, 2022		SubContractee EIN#: SubContractee Vendor#:		
Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Resilient 8 Project				
County(ies) to be served:				
Approved Budget Categories:				
1. Salaries and Wages	\$	0		
2. Fringe Benefits	\$	0		
3. Supplies	\$	0		
4. Travel	\$	0		
5. Consortium/Contractual	\$	59,076		
6. Indirect	\$	5,907		
Total Cost	\$	64,983		
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Contract</i> . Total reimbursement will not exceed <u>\$64,983</u> during the Contract period.				
Source of Funds:	Amount:	% of Funds:	CFDA#:	Federal Grant #:
Federal Funds	\$1,000,000	100%	93.912	GA1RH33494
Terms and Conditions In accepting these grant funds, it is understood that:				
1. Expenditures must comply with appropriate state and/or federal regulations.				
2. This award is subject to the availability of appropriate funds.				
3. Recipient of these funds agrees to stipulations listed in Sections A-C, and Attachments A-B of this Contract award.				
Authorized Subcontractee Official Title: County Manager	Signature 			Date 11/5/21
NAME Erik Schoen, Executive Director Community Chest, Inc.				11/22/21

ATTACHMENT A

ASSURANCES

As a condition of receiving subgranted funds from Community Chest, Inc. (CCI) the Subgrantee to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the subgrantee or must be refunded to CCI.
2. Subgrantee acknowledges the continuation of this subgrant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by federal sources.
3. Subgrantee agrees to submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure(s) beyond what is allowable based on approved categorical budget amounts, without prior written approval by CCI, may result in denial of reimbursement.
4. Approval of subgrant budget by CCI constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Requests to revise the approved subgrant must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior approval from CCI may not be reimbursed. Community Chest, Inc. has the authority to require an amendment for any change, but will generally follow these parameters in the process of determining whether an amendment is needed:
 - a. Any overall increases or decreases to the award will require an amendment.
 - b. All increases to the Personnel category will require an amendment.
 - c. Any changes to the Scope of Work will require an amendment.
 - d. As long as there are no changes to the Scope of Work, increases to Personnel, or overall changes to the subgrant amount, minor categorical changes (including shifting funds to previously unfunded categories) can be accomplished as a simple change request.
 - e. Numerous changes to the budget over the course of the budget period and the nature of the changes could result in CCI requiring an amendment.
5. Any changes to the approved subgrant that will result in an amendment must be received 90 days prior to the end of the subgrant period (no later than June 30) and completed 60 days prior to the end of the subgrant period (no later than July 31). Amendment requests received after the 90-day deadline will be denied.
6. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed by the subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to CCI.
 - b. In all cases, an overriding requirement exists to retain records until notified in writing of resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention includes all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

7. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. Community Chest, Inc. reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
8. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, gender, religion, age, sexual preference, disability or handicap condition (including AIDS and AIDS-related conditions).
9. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
10. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with Community Chest, Inc. as required by 45 C.F.R 164.504 (e).
11. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds.
12. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, counsel, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
 - d. failure to comply will result in disqualification of future funding and/or termination of current funding.
13. Community Chest, Inc. subgrants are subject to inspection and audit by representatives of Community Chest, Inc., the Health Resources and Services Administration, or other appropriate state or federal agencies to:
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically;
 - d. determine reliability of financial aspects of the conduct of the project; and
 - e. chapter 218 of the NRS states that the Legislative Auditor, as directed by the Legislative Commission pursuant to appropriation of public money during any fiscal year. The subgrantee

agrees to make available to the Legislative Auditor of the State of Nevada all books, accounts, claims reports, vouchers or other records of information that the Legislative Auditor determines to be necessary to conduct an audit pursuant to NRS 218.

14. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of Community Chest, Inc. (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A copy of the final signed audit report must be sent to CCI, within nine (9) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding and/or termination of current funding.

Community Chest's Policy requires that for Subgrantees not required to have an audit under OMB A-133, a Limited Scope Audit on Agreed Upon Procedures must be conducted for that year by an independent, licensed Certified Public Accountant, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards (GAAS) or attestation standards. A copy of the limited scope report must be sent to CCI, within nine (9) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of current funding.

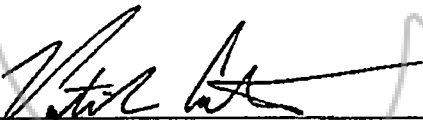
15. Subgrantee shall provide CCI with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. Subgrantee will provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive. Commercial general liability insurance shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Community Chest, Inc. shall be named as the Certificate Holder on the Certificate of Liability Insurance.
16. Subgrantee agrees to identify the source of funding on all printed and electronic documents purchased or produced within the scope of this subgrant, using the current approved attribution statement that is applicable to the appropriate funding sources.
17. Subgrantees are required to report within 24 hours the occurrence of an incident that may cause imminent danger to the health or safety of the clients, participants, staff of program, or a visitor to the program [NAC 458.153 3(e)]
18. Subgrantee shall adhere to the requirements of the Federal Funding Accountability and Transparency Act, wherein it stipulates that programs are not eligible for funding unless they have a Dun and Bradstreet Universal Number System (DUNS) number and maintain current registration with the Central Contractor Registry (CCR).

19. Subgrantee agrees to comply with the following:

- 1) Provide a copy of letters of engagement, audit reports and management letters within 10 days of receipt and acceptance by the organization's governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit;
- 2) Be a "smoke, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
- 3) Have documentation on file verifying Nevada Repository and FBI background checks were conducted on all staff, volunteers, and consultants, if Subgrantee serves minors with funds awarded through this subgrant;
- 4) Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting (GAAP) principles;
- 5) Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures contained within:
 - a. 45 CFR Part 74
 - b. OMB Circular A-133
 - c. Funding source requirements
 - d. All other federal rules related to federal funding
 - e. Chapter 458 of the Nevada Revised Statutes
 - f. Chapter 458 of the Nevada Administrative Code
 - g. Mental Health and Developmental Services
 - h. Substance Abuse Prevention and Treatment Agency
 - i. All applicable state regulations and policies, and
 - j. All terms listed within this award

20. Any condition listed within the subgrant award that is not met may result in consequences such as CCI withholding payment of any request for reimbursement, disqualification of future funding, and/or termination of current funding.

21. The terms of this agreement require that Subgrantee maintain its own workers compensation account and tax liabilities as an independent contractor, as well as all other necessary and standard liability insurance policies. They also require that, in the event of termination of this contract, Subgrantee will not pursue independent contracts with Community Chest, Inc. clients under the current project unless CCI gives express permission for this. All information obtained through interactions with clients shall be held in strict confidence and all products generated through CCI contracts with clients shall remain the property of CCI and said clients.



Signature Administrator

11/19/21

Date

ATTACHMENT B

Intent, Purpose, and Summary of this Subcontract

The intent and purpose guiding this subcontract is the execution of services as described in the federally-funded proposal entitled "Resilient Eight Rural Nevada Opioid Response Implementation." This project shall, heretofore, be referred to as the "Resilient Eight Implementation Project."

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. CCI will contract with Subgrantee to provide the services to subgrantee in the amount of \$64,983 as per the attached budget.
2. Subgrantee will utilize the FSR monthly for reimbursement. These will be due to CCI by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required.
3. Community Chest Inc., and Subgrantee agree that this contract is good for September 1, 2021 – August 31, 2022.
4. Community Chest, Inc. and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by HRSA.
5. Each party shall have the right to terminate the subcontract by giving thirty (30) days' written notice to the other party at any time. If the Subcontract is terminated by either party, then steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

Responsibilities of Community Chest:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the "Resilient Eight Implementation Project" in the "Timeline and Overview" document (Attachment C).

Responsibilities of Subgrantee:

1. To work in collaboration with Community Chest to successfully execute the deliverables of the "Resilient Eight Implementation Project" as outlined in the "Timeline and Overview" document (Attachment C).

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Eit E. Soben
Community Chest, Inc.

11/22/21
Date

[Signature]
Subgrantee

11/19/21
Date

Subgrantee agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Salaries and Wages \$0
Fringe Benefits \$0
Supplies \$0
Travel \$0
Consortium/Contractual \$59,076
Indirect \$5,907
Total Cost \$64,983

REIMBURSEMENT shall be on the following basis:

- A Request for Reimbursement will be submitted electronically to Amber Stanley, Business Manager accounting@communitychestnevada.net. Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month..
- Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.
- Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests. The amount requested cannot exceed the amount of the actual expenditure.
- Additional expenditure detail will be provided upon request from Community Chest, Inc. If additional detail or copies of backup documentation are requested by the Community Chest, Inc. the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.
- Contracts, including lease agreements must be received by the Community Chest prior to reimbursement payments.
- Community Chest, Inc. has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

- A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to Community Chest, Inc. at that time, or if not already requested, shall be deducted from the final award.

Community Chest, Inc. agrees to:

- Process Requests for Reimbursement in a timely manner.
- Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.
- Community Chest, Inc. reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by Community Chest, Inc..

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the Community Chest, Inc. monitor is to accomplish the following:

- Verify that funds are being utilized as identified in grant award documents.
- Ensure that Community Chest, Inc. funds programs in compliance with state and federal requirements and restrictions.
- Identify problems or difficulties at an early point in time.
- Coordinate the efficient delivery of services to Nevada's population.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be 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 Community Chest, Inc., and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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INSERT BUDGET NARRATIVE HERE

Personnel

\$46,739 Salaries

\$12,337 Fringe Benefits

\$59,076 TOTAL PERSONNEL

These monies will support one part-time counselor and the time of a community health worker throughout the community. Having a Substance Abuse Counselor available for our clients and the community while addressing Goal 1 (Decrease stigma related to OUD use disorders and their treatment) and Goal 2 (Increase connection to available caring and supportive resources of those in need) The CHWs in the office will provide resources and follow up for the community in order to prevent Opioid abuse.

Indirect Costs

\$5,907

\$64,983 TOTAL AWARD

ATTACHMENT C

Resilient Eight Implementation Timeframe & Overview

<i>Grant Period:</i>	<i>9/1/21 – 8/31/22</i>
<i>Resilient Eight Consortium Meetings:</i>	<i>1x/month (date and time TBA)</i>
<i>Subcontracts out, signed, and returned:</i>	<i>By August 31, 2021</i>
<i>Monthly FSR templates out to partners:</i>	<i>By September 15, 2021</i>
<i>Monthly Programmatic templates out:</i>	<i>Already Done</i>
<i>Project CHWs engaged:</i>	<i>Can start immediately – direct service / capacity building</i>

Two deliverables:

1 – Each county had indicated a specific set of actions and/or areas of focus – called “micro-projects” – in which each of the CHWs would be engaged.

This will be ongoing. A monthly programmatic template will be developed for reporting CHW activities and outcomes and will be due by the 10th of the following month (i.e., November 10th for October); these reports will be due to Erik Schoen. The leads in each of the areas will be responsible for providing the necessary oversight to each of the CHWs.

2 – In addition to the specific “micro-projects”, each partner will also need to ensure that their efforts are in line with the goals and objectives listed on the attached pages.

This will be ongoing. The aforementioned monthly programmatic template will be utilized for reporting activities related to these goals.

Any other deliverables that are dictated by HRSA during the course of the Implementation award timeframe will be shared with Resilient 8 partners and will be incorporated into an updated version of this document.

Goal #1 – Decrease stigma related to OUD use disorders and their treatment (specifically MAT).

Objective 1.1: Increase acceptance of individuals with OUD use disorders into fabric of community

Key stakeholders and residents from each county will increase their acceptance of those with OUD use disorders and the need for readily-accessible treatment.

Strategy 1.1: Utilize county-based and project-specific community health workers (CHWs) to convene meetings and coordinate partners to provide needed opportunities, dialogue, and exposure to information about efficacy about OUD use disorders and their treatment.

Objective 1.2: Increase acceptance and understanding of MAT treatment

Key stakeholders and residents from each county will increase their acceptance and understanding of MAT treatment.

Strategy 1.2: Utilize county-based and project-specific community health workers (CHWs) to convene meetings and coordinate partners to provide needed opportunities, dialogue, and exposure to information about efficacy about OUD use disorders and their treatment.

Goal 2— Increase connection to available caring and supportive resources to those in need.

Objective 2.1: Increase project Community Health Workers' time to better support direct service needs of those with OUD use disorders

Because of the light population density throughout rural Nevada, traditional treatment options are few and far between. As well, traditional strategies (i.e., recruit highly paid professionals and expensive service providers) have failed. We have found Community Health Workers recruited from their own communities and properly trained (i.e., Motivational Interviewing, Mental Health First Aid) to be expert at connecting with those in need and supporting them on their roads to recovery. In the past year alone, project-funded Community Health Workers have helped to establish referral protocols with local hospitals and jails so that those with OUD disorders are contacted *before* discharge and release.

Strategy 2.1: Support the Community Health Workers to continue to establish partnerships and protocols with local partners to identify those in need of support for OUD use disorders.

Strategy 2.2: Utilize the Community Health Workers to continue to dialogue with out-of-county providers and potential providers to increase treatment and recovery options within each county.

Goal 3— Utilize harm reduction strategies to reduce direct and ancillary risks associated with OUD use disorders.

Objective 3.1: Increase acceptance, awareness, and distribution of Naloxone within each county

Community Health Workers will support efforts and training to ensure that county residents know how and when to safely use naloxone, and have ready access.

Objective 3.2: Reduction of risk from spread of infectious diseases

Community Health workers will support efforts (including safe needle exchanges), education, and information to help reduce the risk from spread of infectious diseases.

Objective 3.3: Strategic plans will continue to be updated for each county and the entire eight-county region

Strategic plans help to provide a forward-focusing lens for the work of coalition partners in each of the counties and as a group. As such, the strategic plans that were developed utilizing the FY2018 RCORP-Planning award will be continue to be updated/refined throughout the Implementation grant period.

Goal 4 – Support “micro-projects” within each county that will make a difference in Years 1 – 3 related to the use of opioids.

Objective 4: Provide opportunities within each county to make substantive progress relative to at least one “micro-project” that relates directly to prevention, treatment, or recovery.

For the FY2019 RCORP-Implementation award, these projects provided a laser-like focus for each of the Resilient 8 coalition partners and helped to advance the coalition's objectives in strong and meaningful ways. These will be continued for FY2021.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 30th day of November, 20 21

By Janija Balda Deputy