

Notice of Subgrant Award

Cover Page



Division Name:	Food and Nutrition	Subgrant Number:	NV CARES CFR 21-13
Appropriation Unit:	1362-25	GL:	8780
Job Number:	2101920C	Federal Award Dates:	07/01/2020 to 12/31/2020

Program/Title Name: NV CARES Community Food Response (NV CARES CFR) (hereinafter referred to as "Program")	Subgrantee name/address: Washoe County Human Services Agency 350 S Center St. Reno, NV 89501
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Department Address: Nevada Department of Agriculture 405 S. 21 st Street Sparks, Nevada 89431-5557	Subgrantee tax ID: 88-6000138 Payee Vendor #: T40283400A Subgrantee DUNS: 07-378-6998
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Subgrant Period: 07/01/2020 to 12/31/2020	Subgrant Award Amount: \$280,000.00
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Reason for Award: NV CARES CFR is provided to support Community Food Response projects that address food insecurity and the challenges of safely distributing food during the pandemic.

County(ies) to be served: Statewide Specific County(ies): Counties identified in proposal

Approved Budget Categories: (doubleclick to open)		Incorporated Documents:
1. Personnel	\$0.00	
2. Travel	\$0.00	Section B: Description of Services, Scope of Work, Deliverables
3. Supplies/Operating	\$5,000.00	Section C: Financial Requirements
4. Equipment	\$275,000.00	Section D: Notification of use of current/former state employees
5. Contractual	\$0.00	Section E: Audit Information Request
6. Other	\$0.00	Attachment A: Scope of Work
TOTAL DIRECT COSTS	\$280,000.00	Attachment B: Insurance Schedule
7. Indirect Costs	\$0.00	Attachment C: Sample Request for Advance
TOTAL APPROVED BUDGET	\$280,000.00	Attachment D: Modification Form
8. Match	\$0.00	Attachment E: Request for Reimbursement

< Double click to open table

Disbursement of funds will be as follows: Payment will be made upon receipt, and a request for reimbursement must include supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed the approved total budget during this subgrant period. Funding is contingent upon federal award and approved state authority. Authority: NRS 561.245; 353.335; 353.220 and SAM 3022.

Source of Funds/CFDA Number	% of Funds	CFDA#	Federal Grant #/FAIN:
Governor's Corona Virus Relief Fund	100	21.019	GFO Federal State Agency Assistance

Terms and conditions – In accepting these grant funds, it is understood that:

- Expenditures must comply with appropriate state and/or federal regulations.
- This award is subject to the availability of appropriate funds.
- Recipient of these funds agrees to stipulations listed in sections A, B, C, D, E and attachments A, B, C, D, E of this subgrant award.

Subgrant name & title	Signature	Date
Homa Anoshehpour Division Administrator, NDA	Signature	Date
Fiscal Administrator, NDA	Signature	Date

Notice of Subgrant Award
Section A
Assurances



Legal Authority: NRS 561.245

As a condition of receiving sub-granted funds from the Department of Agriculture, Food and Nutrition division, the subgrantee agrees to the following conditions:

1. 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 must be refunded to the Department.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Department, may result in denial of reimbursement.
3. Approval of subgrant budget by the Department constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Department is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. 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 not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Fiscal Administrator of the Department. Records may be destroyed by the subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Department.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

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

5. Sub-grantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this sub-grant award. The Department 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.

6. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
7. Sub-grantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101136), 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. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
8. Sub-grantee certifies, by signing this sub-grant agreement, 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. USDA Form AD-1048 will be utilized to provide this certification.
9. Sub-grantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this sub-grant 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:
 - Any federal, state, county or local agency, legislature, commission, counsel, or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official
 - Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board
10. Department sub-grants are subject to inspection and audit by representatives of the Nevada Department of Agriculture, Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:

- Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
- Ascertain whether policies, plans and procedures are being followed;
- 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; and
- Determine reliability of financial aspects of the conduct of the project.

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 sub-grant funds. It is the policy of the Department (as well as a federal requirement as specified in the Office of Management and Budget (OMB) 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, that each grantee annually expending \$750,000 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 AUDIT REPORT MUST BE SENT TO:

Nevada Department of Agriculture
Attn: Fiscal Administrator
405 South 21st Street
Sparks, NV 89431

This copy of the final audit must be sent to the Department within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

Notice of Subgrant Award

Section B

Description of Services, Scope of Work and Deliverables



The subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- Perform the services and/or activities identified in this section and included in Attachment A.

The Nevada Department of Agriculture, Food and Nutrition division, agrees to:

- Provide technical guidance.
- Provide advancement of grant funds to subgrantee, not to exceed the listed total of the approved contractual budget.
- Reserve the right to hold funds, under this subgrant, until any and all delinquent forms and reports are submitted to and accepted by the NDA, and Food and Nutrition division.

Both parties agree:

This subgrant agreement may be **TERMINATED** by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall be 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 the Department, State, and/or Federal funding ability to satisfy this Agreement are withdrawn, limited, or impaired.

Notice of Subgrant Award

Section C

Budget and Financial Requirements



Source of funding identification

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to “This publication (journal, article, etc.) was supported by the Nevada Department of Agriculture through State Agency Assistance from Nevada Governor’s Finance Office. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada Department of Agriculture, Food and Nutrition division.”

Any activities performed under this subgrant shall acknowledge the funding was provided through the Nevada Department of Agriculture, Food and Nutrition division and federal sponsor.

Accounting system

Subgrantee must:

- Present and classify projected historical cost of the sub-grant as required for budgetary and evaluation purposes;
- Provide cost and property control to ensure optimal use of funds;
- Control funds and other resources to assure that the expenditure of funds and the use of property conform to any general or special conditions that apply to the sub-grant organization;
- Meet the prescribed requirements for periodic financial reporting of operations, and;
- Provide financial data of planning, control, measurement and evaluation of direct and indirect costs.

Co-mingling of funds

Subgrantee’s accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each funding source must be accounted for separately. Subgrant organizations are prohibited from co-mingling funds on either a program-by-program or project by-project basis.

Funds specifically budgeted and/or received for one project may not be used to support another. Where a subgrant organization’s accounting system cannot comply with this requirement, the subgrant organization shall establish a system to provide adequate fund accountability for each project awarded.

Supplanting

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. If there is a potential presence of supplanting, the subgrant organization will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension, or debarment from federal grants, repayment of monies provided under a grant, civil and/or criminal penalties.

Reporting accounting irregularities

Reporting irregularities: Sub-grant organizations are responsible for promptly notifying the Nevada Department of Agriculture of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.

Allowable costs

Compensation for personnel: Salaries and fringe benefits for employees directly involved with administering and carrying out the Program are allowable. Employee compensation must be reasonable and should be comparable to similar work in the labor market and must be prorated in direct proportion to the percentage of time spent involved with the Program.

Expenditure for personnel services must be supported by records of payment as well as time and attendance records. These records must be available for examination including the number of employees, salary amount, and time involved in activities directly attributed to the Program.

Travel: Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Training: Costs related to training related to Program.

Office supplies: Office supplies are allowable as long as they are directly related to the program. Accounting, auditing and administrative services: Cost of establishing and maintaining an accounting system as well as the cost of an independent audit are allowable. Accounting system cost must be prorated and the methodology for allocating out cost be documented.

Building rent and utilities: The cost of rental facilities for office space is allowable. Additionally, the cost of utilities, pest control, and janitorial services used in the operation of the program is also allowable. The cost of facilities rental and utilities as well as pest control, and janitorial services of shall be each prorated in direct proportion to the space being utilized.

Computer services: Costs for computer services.

Meals provided: Meal cost must be within the prevailing GSA rates at the time of the event and adequately documented with name, hours worked, receipts, invoices or other evidence of the cost of providing meals.

Equipment: subgrantee must have prior approval from NDA before purchasing capital equipment. A letter of request must be submitted which includes the following:

1. Description of the equipment item that the Sub-grantee intends to purchase;
2. Description of the program need that the item will meet;
3. Analysis of cost effectiveness of purchasing an equipment item, rather than renting or leasing the equipment being requested;
4. Request must be accompanied by three separate bids or quotes for the requested item.

All equipment purchased with grant funds may not be given away, traded, or sold without written permission from NDA.

Equipment repair: Equipment Repairs equal to or greater than \$5,000 are allowable if preapproved by NDA.

Unallowable costs

Renting equipment: A subgrantee may not rent equipment from itself or charge depreciation, but it may charge a rental or use fee for storage space and may charge a share of repair and maintenance fees for vehicles and equipment. If a cost category contains multiple programs, the sub grantee must identify the portion that applies to the Program. The subgrantee must attach the cost allocation methodology used to determine the appropriate percentage charged to the Program.

Cost allocation methodology documentation

Before the first reimbursement claim, if subgrantees intend on cost allocating costs to the Program they must identify which cost items will be cost allocated, the cost allocation methodology they will use for each cost item listed, and the subgrantees must provide cost allocation calculations. Cost allocations for Program personnel and fringe cost must identify all positions that this will apply for the term of the sub-grant, the employees' names, and their annual salary, fringe rate, and itemize benefits that are included in each employee's fringe rate. If a different methodology is used for personnel and fringe benefits, then both cost allocation methodologies must be included.

Cash advances

Request for cash advances must be submitted to the NDA after subgrantee's are notified of their tentative reimbursement amount. The request for a cash advance must be made in writing to the Department's Fiscal Administrator. The Fiscal Administrator will notify the sub grantee within 5 to 7 business days of the Department's decision. A sub grantee may request an advance payment of a portion of its tentative annual allocation of Federal Funds for the current Federal fiscal year.

Advance payments are scheduled by NDA for repayment by equal reductions from subsequent requests for reimbursement. Repayment of all cash advances must be made during the same Federal fiscal year in which it was received.

For advance payment requests to be considered the request letter must have the following elements (See **Attachment C-Sample Request for Advance**):

- Must be on requesting agency's letterhead;
- Must be dated;
- Must be signed by requesting agency's designated authorized representative;
- Must include amount being requested;
- Must include subgrant number, subgrant period, grant/program, name and CFDA#.

Reimbursement and financial reporting

Reimbursements will cover expenditures for the federal fiscal subgrant period on the notice of subgrant award.

NDA's policy is to allow no more than 10% flexibility, within the approved Scope of Work budgeted, unless otherwise authorized.

Financial reporting requirements

A request for reimbursement is due on a **monthly or quarterly basis**, based on the terms of the subgrant agreement, no later than the 15th of the month.

Reimbursement is based on actual expenditures incurred during the period being reported.

Payment will not be processed without all reporting being current.

Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBGRANT PERIOD shall be provided. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.



Notice of Subgrant Award

Section D

Notice of Utilization of Current or Former State Employee

In accordance with NRS 333.705, subgrantee has disclosed to the State all persons that the subgrantee will utilize to perform services under this subgrant who are Current State Employees or Former State Employees. Subgrantee agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subgrant without first notifying the Department of the identity of such persons and the services that each such person will perform, and receiving from the State Board of Examiners through the issuing Agency approval for the use of such persons. Former State Employee” means a person who was an employee of any agency of the State at any time within the preceding 24 months.

Are any current or former employees of the State of Nevada assigned to perform work on this subgrant?

- YES If “YES”, list the names of any current or former employees of the State and the services that each person will perform.
- NO
- N/A Subrecipient is exempt per NRS 333.705

Name	Services

Subgrantee agrees that any employees listed cannot perform work until approval has been given from the Division.

Signature Date Title

Notice of Subgrant Award
Attachment A
Scope of Work



Subgrantee agrees to provide the following scope of work:

SUBGRANT #: NV CARES CFR 21-13

Notice of Award

Subrecipient: Washoe County Human Services Agency

Eligible recipient agencies may use funds made available to pay the direct expenses associated with the approved NV CARES Community Food Response (CFR) project up to Nevada Department of Agriculture (NDA) approved total budget.

Funding through NV CARES Grant is provided to support Community Food Response projects that address food insecurity and the challenges of safely distributing food during the pandemic. Project must follow the application submitted and approved by NDA. Project performance period is July 1, 2020 through December 31, 2020. Projects will be monitored by NDA and any reports requested must be submitted on a monthly basis and include accounting of product receipt, distribution and inventory as well as service data on the number of individuals and households served. By accepting these grant funds you are agreeing to all terms and conditions in the NV CARES Community Food Response Project Announcement as well as all NV state subgrant requirements.

Subgrant funding is allocated as follows:

\$280,000.00 is allowable for expenditures for the period 07/01/20 through 12/31/20

Notice of Subgrant Award
Attachment B
Insurance Schedule



INSURANCE SCHEDULE. Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor’s automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

Workers’ Compensation and Employer’s Liability Insurance.

- Contractor shall provide proof of worker’s compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed “Affidavit of Rejection of Coverage” form under NRS 616B.627 and NRS 617.210.

Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Automobile Liability. The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

Notice of Subgrant Award
Attachment C
Sample Request for Advance



EXAMPLE ONLY

Date _____

Fiscal Administrator
Nevada Department of Agriculture
405 South 21st Street Sparks, Nevada 89431

RE: _____
(Program/Grant name – FAIN# / Subgrant# / Subgrant period and CFDA#)

To Fiscal Administrator:
_____ hereby requests a \$_____ advance
(organization name)
payment in the amount of \$_____.

If you have any questions or need additional information to process this request, please contact
_____ at _____.
(designated authorized representative's name) (phone number)

THIS LETTER MUST BE SIGNED BY THE DESIGNATED AUTHORIZED REPRESENTATIVE AS INDICATED IN SUB-GRANT AGREEMENT.

Sincerely,

Designated Authorized Representative Date

Enclosure: Estimate/Quote

***Please note: costs incurred and paid from the advance must be accounted for in the subsequent payment request. Furthermore, the advance will be deducted from the total amount of future reimbursement requested.*