

Recorder's Office Cover Sheet

Recording Requested By:

Name: Geoff Bonar

Department: Community Services



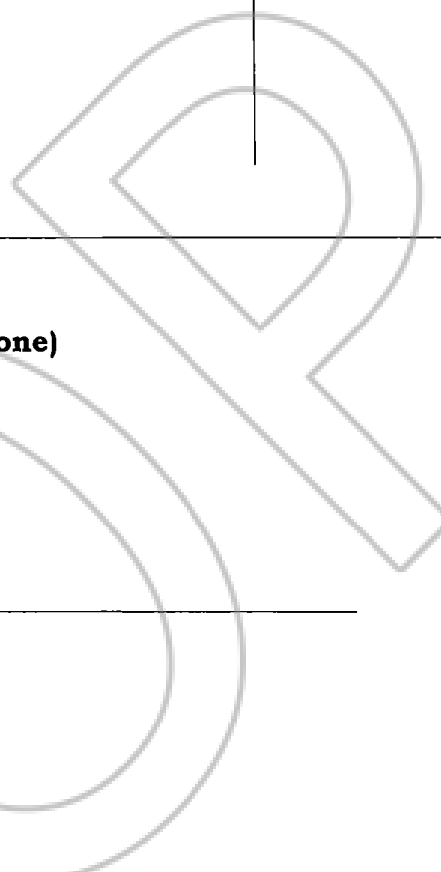
00145292202109767720160160

KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____





FILED 2021.175

11-09-2021
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

State of Nevada
Department of Health and Human Services

Aging and Disability Services Division

(hereinafter referred to as the Department)

Agency Ref. #: 04-000-04-24-22
Budget Account: 3266
Category: 13 / 20
GL: 8582
Job Number: 9304522C / SRSVCSC

BY ed DEPUTY

NOTICE OF SUBAWARD

Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Lisa Torres, LTorres@adsd.nv.gov	Subrecipient's Name: Douglas County Contact Name: Scott Morgan, Community Services Director / smorgan@douglasnv.us
Address: 3416 Goni Road, #D-132 Carson City, NV 89706	Address: PO Box 3000 Minden, NV 89423
Subaward Period: 10/01/2021 - 09/30/2022 Subaward Type: Fixed Fee (\$3.80 per Eligible Meal)	Subrecipient's: EIN: <u>88-6000031</u> Vendor #: <u>T40174400</u> Dun & Bradstreet: <u>010984979</u>

Purpose of Award: Fiscal Year 2022 funding to provide Home-Delivered Meal Services to individuals deemed eligible per the ASD Service Specifications.

Region(s) to be served: Statewide Specific county or counties: Douglas County

Approved Budget Categories:	
1. Personnel	\$110,622.40
2. Travel	\$0.00
3. Operating	\$4,800.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$115,422.40
8. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$115,422.40

AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 115,422.40
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 91,820.40
Total State Funds Awarded to Date:	\$ 23,602.00
Total Funds Awarded:	\$ 115,422.40
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Amount Required this Action:	\$ 17,313.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 17,313.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period:	10/01/2021 - 09/30/2023
Federal Project Period:	10/01/2021 - 09/30/2023

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Administration for Community Living (ACL); Older Americans Act, Title III-C2	79.55%	93.045	N/A	2201NVOAHD-00	TBA
State, 3266.20	20.45%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A **Subrecipient Approved Indirect Rate:** 10%

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

- This award is subject to the availability of appropriated funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ASD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal and State regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Confidentiality Addendum; and Section H: Matching Funds Agreement
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Authorized Subrecipient Official's Name, Title: Patrick Cates, County Manager Scott Morgan, Community Services Director	Signature 	Date 11/5/21
Jeffrey S. Duncan, Chief II For Dena Schmidt, ASD Administrator		10/15/2021

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. 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 Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance 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, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient 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).

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
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10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

Scope of Work for Douglas County

Douglas County, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adspd.nv.gov/P/Programs/Grant/Reporting/Instructions/	
SAMS and/or Service-Specific Report	10 th calendar day following the month of service	
Request for Reimbursement	15 th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15 th calendar day before the month of service	
Quarterly Report	15 th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

**STATE OF NEVADA
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GOALS AND OBJECTIVES

Goal 1: Opportunities for Community Involvement			
Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)
1. Increase volunteer opportunities	Produce volunteer brochure outlining volunteer opportunities at the Senior Center. Participate in community job fairs. Host volunteer sign up events to assist seniors in filling out application paperwork.	Ongoing	Georgianna Drees Wasmer, Recreation Coordinator
2. Increase public awareness	Participate in community job fairs. Advertise on the marquee at the Community Center. Network and collaborate with the County's public information officer to announce activities and events.	Ongoing	Georgianna Drees Wasmer, Recreation Coordinator
3.			
Goal 2:			
Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)
1. Increase participation in our Congregate Dining and Meals on Wheels Programs	Advertise on the marquee at the Community Center. Collaborate with the County's public information officer to announce ongoing events and activities as well as special events. Network with other community agencies.	Ongoing	Georgianna Drees- Wasmer, Recreation Coordinator
2.			
3.			
Goal 3: Quality Improvement and Effectiveness			
Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)
1. Meet or exceed Projected Output Measures as submitted in the approved subaward application	Complete data entry and/or submit other required reporting. Conduct Outreach to reach target populations. Develop partnerships	Ongoing	Patti Gurule, Senior Secretary. Community Services Manager (currently vacant). Geoff Bonar, Senior Budget Analyst
2. Quality Improvement	Administer and Analyze Surveys. Implement Improvements a. Satisfaction, client feedback, meal surveys b. Performance Indicators	Ongoing	Tammy McComb, Food Services Manager Community Services Manager (currently vacant)
Documentation Retained for ADSD Verification			
	Quarterly Reports		Satisfaction surveys.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-04-24-22 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-04-24-22 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name: Douglas County	Subaward & Service Type: Fixed-Fee; Home-Delivered Meals
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PROPOSED BUDGET NARRATIVE - FY22
Title III-C Nutrition Services

Personnel Costs	Fringe Only: \$27,455.85	Total: \$110,622.40
List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.		
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- Describe position duties as they relate to the funding and program objectives. Expand rows as needed.	Annual Salary	Fringe Rate
		% of Time
		Months
		Amount Requested
A. Tammy McComb, Food Services Supervisor (Employee 3284) B. Direct Salary \$29.26/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$60,861.00	34.08%
		35.00%
		12.00
		\$28,560.85
A. Michael Walker, Food Services Worker Sr (Employee 5381) B. Direct Salary \$17.97/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$97,378.00	43.95%
		35.00%
		12.00
		\$18,831.97
A. Susan Spotts, Food Services Worker (Employee 5109) B. Direct Salary \$17.28/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$35,941.00	25.44%
		35.00%
		12.00
		\$15,779.54
A. John Diedrichsen, Food Services Worker (Employee 4825) B. Direct Salary \$11.54/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$24,009.00	27.64%
		35.00%
		12.00
		\$10,725.78
A. Irma Perez, Food Services Worker (Employee 4931) B. Direct Salary \$15.51/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$32,469.00	38.55%
		35.00%
		12.00
		\$15,745.03
A. Wilkinson, Victoria, Food Services Worker (Employee 5287) B. Direct Salary \$13.88/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$22,379.00	27.64%
		45.00%
		12.00
		\$12,854.05
A. Food Services Worker (vacant) B. Direct Salary \$10.20/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$21,219.00	27.64%
		30.00%
		6.00
		\$4,062.59
A. Food Services Worker (vacant) B. Direct Salary \$10.20/hour; (benefits retirement, insurance, worker's comp, medicare, SUTA) Responsible for providing large quantity food preparation and serving according to standardized menus and recipes	\$21,219.00	27.64%
		30.00%
		6.00
		\$4,062.59
Operating		Total: \$4,800.00
Include specific facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.		
Enter Description(s) Below:		Amount:
Fuel Expenses (Estimated \$200 per month)		\$2,400.00
Vehicle Maintenance Expenses (Estimated \$200 per month)		\$2,400.00
		\$0.00
TOTAL DIRECT PROJECT COSTS		\$115,422.40
Administrative Expenses or Federal Indirect Cost Rate (FICR)		Total: \$0.00
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Administrative expenses do not apply to equipment or fixed-fee subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR-20.		
Choose ONE type of rate according to funding source and provide calculation or explanations:		RATE:
1. 10% of Modified Direct Costs (maximum allowable rate)		
2. Federal Indirect Cost Rate (FICR): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.		
FICR Calculation:		
TOTAL BUDGET REQUEST		\$115,422.40

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Applicant Name: Douglas County	Type of Service: Fixed Fee Home Delivered Meals
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PROPOSED BUDGET SUMMARY - FY22

Title III-C Nutrition Services

SHADED BOXES ARE FORMULA DRIVEN; Enter info in orange cells.

A. FUNDING SOURCES	ADSD Funds	MATCH	Sales Tax Revenue	Douglas County General Fund	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Pending	Pending	Pending				
ENTER TOTAL FUNDING	\$115,422.40	\$17,313.00	\$100,000.00	\$100,000.00		\$0.00	\$0.00	\$364,885.40

EXPENSE CATEGORY

Personnel	\$110,622.40	\$17,313.00		\$100,000.00				\$364,885.40
Travel/Training	\$0.00							\$0.00
Operating	\$4,800.00		\$100,000.00	\$100,000.00				\$204,800.00
Equipment	\$0.00							\$0.00
Contractual/Consultant	\$0.00							\$0.00
Other Expenses	\$0.00							\$0.00
Indirect:	\$0.00							\$0.00

TOTAL EXPENSE	\$115,422.40	\$17,313.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$364,885.40
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These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00							Total Program Budget:	\$364,885.40
Indirect % of Budget	0.00%							ADSD Percent of Program Budget:	32%

B. Comments regarding budget summary, if applicable.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

The source of the Match is the Douglas County general fund and it is in the form of either a direct transfer from the general fund, or from Sales Tax revenue that is collected by the County, and transferred to the Senior Services Fund.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

The Home Delivered Meals Program has a suggested donation of \$3.00 for Seniors and \$7.00 for non-Seniors. We also receive donation revenue.

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- 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/ Subrecipients 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).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$115,422.40;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. 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.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, 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 the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward 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 Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

Agency Ref. #: _____
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

<u>Program Name:</u>	<u>Subrecipient Name:</u>
<u>Address:</u>	<u>Address:</u>
<u>Subaward Period:</u>	<u>Subrecipient's:</u> EIN: Vendor #:

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

	Month(s)	Calendar year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature _____ Title _____ Date _____

FOR DEPARTMENT USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Chief (as required): _____ Date _____

**STATE OF NEVADA
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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO

Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Douglas County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

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

NOW, THEREFORE, Department and Subrecipient 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 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. **Subrecipient** shall mean the name of the organization described above.
4. **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 Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. **LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW**

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

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

V. **USE OR DISCLOSURE OF INFORMATION**

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. **OBLIGATIONS OF SUBRECIPIENT**

1. **Agents and Subcontractors.** Subrecipient 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 Subrecipient and are contained in Agreement.

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2. **Appropriate Safeguards.** Subrecipient 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.** Subrecipient will immediately report in writing to Department 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, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient 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 Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Douglas County (referred to as "Subrecipient").

Program Name	ADSD / PAC Grants Management	Subrecipient Name	Douglas County
Federal Grant Number	2201NVOAHD-00	Subaward Number	04-000-04-24-22
Federal Amount	\$ 91,820.40	Contact Name	Scott Morgan, Community Services Director
State Amount	\$ 23,602.00	Address	PO Box 3000 Minden, NV 89423
Non-Federal (Match) Amount	\$ 17,313.00		
Total Award	\$ 115,422.40		
Performance Period	10/01/2021-9/30/2022		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$ 115,422.40
Required Match Percentage	15%
Total Required Match	\$ 17,313.00

Approved Budget Category		Budgeted Match	
1	Personnel	\$	17,313.00
2	Travel	\$	0.00
3	Operating	\$	0.00
4	Contract/Consultant	\$	0.00
5	Training	\$	0.00
6	Other	\$	0.00
7	Indirect Costs	\$	0.00
	Total	\$	17,313.00

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

COPY

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

9th day of NOVEMBER, 20 21

By Emmily L. Ambrosewski Deputy