

## **Senior Nutrition Program Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between Washoe County, a political subdivision of the State of Nevada by and through the Washoe County Human Services Agency Senior Services Division (County or Senior Services) and Catholic Charities of Northern Nevada, 500 E. 4<sup>th</sup> Street, Reno, NV 89512 (Catholic Charities or Recipient).

### **WITNESSETH**

**WHEREAS**, the purpose of the County's Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals/

**WHEREAS**, Catholic Charities is a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), the Recipient is in good standing in its State of formation, Recipient Data Universal Numbering System (DUNS) number is 797929122 and the Recipient agrees to provide the County with a certificate of good standing as a condition precedent to the implementation of this Agreement; and

**WHEREAS**, the County received Title III-C grant funds from the Nevada Aging and Disability Services Division to support a contract to provide senior nutrition services in Washoe County; and

**WHEREAS**, in consideration of receipt of this funding, Catholic Charities agrees to abide by the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

### **DEFINITION OF TERMS**

- a. County Staff: County Staff consists of persons working for Washoe County who are designated to administer the Nutrition Program by the Director of Senior Services or his designee.
- b. Catholic Charities Staff: Catholic Charities staff consists of the person(s) from the Catholic Charities who is responsible for the administration of the program and communications with the County Staff. this person(s) shall be

identified in writing to the Director of the Human Services Agency or her designee within 15 days of acceptance of the agreement by the County.

- c. Program Measurable Outcomes: Program measurable outcomes shall be mutually agreed to by the County and Catholic Charities in writing as outlined within the Agreement.

## **1. TERM**

The term of this Agreement shall be effective from July 1, 2018 through September 30, 2018. All of the services required shall be completed on or before September 30, 2018, unless the Agreement is modified in writing.

## **2. NOTICES**

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

### **COUNTY**

Washoe County Human Services  
Agency  
Amber Howell  
P.O. Box 11130  
Reno, Nevada 89520  
775.328.2601  
775.328.6192(Fax)

### **CATHOLIC CHARITIES**

Catholic Charities  
500 E. 4<sup>th</sup> Street  
Reno, NV 89512  
775.322.7073 ext 241  
775.322.8197 (Fax)

## **3. PURPOSE OF SERVICE**

The purpose of the Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals. This is accomplished through two core nutrition services: Congregate Meals, and Home Delivered Meals, serving older individuals living in Washoe County.

#### **4. SENIOR NUTRITION PROGRAM- SCOPE OF WORK**

Core tasks to be completed during the course of this Agreement are as follows:

##### **SCOPE AND INTENT:**

The Senior Nutrition Program is comprised of three specific meal programs 1) Congregate Meals, 2) Home Delivered Meals and 3) Second Home Delivered Meals. This Agreement affects one (1) base congregate location (1155 E. 9th Street, Reno, NV. 89512 and currently nine (9) congregate satellite sites, and approximately eight hundred (800) homebound clients, within the defined service area.

##### **Congregate Meals**

The congregate meal program: the provision of a meal that meets the standards established by the Older Americans Act, and complies with the Dietary Guidelines for Americans, provided to an eligible individual, at a nutrition site, senior center or some other congregate setting.

##### **Home Delivered Meals**

The home delivered meal program: the provision of a meal that meets the standards established by the Older Americans Act, and complies with the Dietary Guidelines for Americans, provided to an eligible individual, at the client's place of residence.

##### **Second Home Delivered Meals**

The second home delivered meal program: the provision of a second daily meal that meets the standards established by the Older Americans Act, and complies with the dietary Guidelines for Americans, offered to individuals eligible for home delivered meals, at the client's place of residence.

- a. Catholic Charities shall at all times meet minimum Federal requirements of the Administration on Aging and the United States Department of Agriculture for Senior Nutrition Programs.
- b. Prepare and distribute a minimum of one (1) meal, per day/per client, for two hundred fifty (250) days per year.
- c. Provide a minimum of one delivery per week for home delivered meal clients.
- d. Provide annually a total of approximately 425,000 meals; approximately 150,000 of which shall be served in congregate settings and approximately 220,000 meals shall

be home delivered first meal, and approximately 55,000 second home deliver meals. Provide bag lunches, if requested by County.

- e. Provide a daily soup program at the Reno and Sparks sites, separate from the congregate meal program. Expand to other sites as needed.
- f. Offer a salad as an alternative entrée to congregate meal program participants.
- g. Provide for emergency meal response by means of a shelf stable meal, typically two times per year;
- h. Catholic Charities shall be capable of performing the duties contained herein with minimum involvement of County.
- i. The description of the service, including special requirements, shall be as outlined in the Washoe County Senior Nutrition Program Manual incorporated into this Agreement.
- j. Catholic Charities will identify funding sources, including but not limited to state, federal, and foundation agreements that will enable Catholic Charities to provide direct services and once identified will apply for the agreements.
- k. Catholic Charities will implement outreach activities that assure the maximum number of eligible individuals have the opportunity to participate.
- l. Catholic Charities will work collaboratively with County staff to expand the level and quality of services provided to eligible residents of Washoe County.
- m. Catholic Charities will coordinate scheduling and management of the delivery routes for home delivered meals and congregate meal site delivery.
- n. Catholic Charities' staff shall perform the following tasks:
  - 1. Menu Planning
  - 2. Food production and packaging
  - 3. Meal distribution -on and off premises
  - 4. Quality Control
  - 5. Staff Training
  - 6. Inventory Control
  - 7. Satellite supervision

8. Daily cleanup and sanitation of food preparation, serving and dining areas and vehicles
9. Outreach activities

## **5. PROGRAM MEASURABLE OUTCOMES**

Catholic Charities shall do, perform and carry out, in a satisfactory and proper manner, as determined by County staff, the following program measurable outcome:

Measurable Outcome:

1. **Congregate Meals:** Serve approximately 37,500 congregate meals per quarter
2. **Home Delivered Meals:** Serve approximately 55,000 home delivered meals per quarter
3. **Second Home Delivered Meals:** Serve approximately 13,750 second home delivered meals per quarter
4. **Outreach:** Distribute senior nutrition public information materials at all Washoe County food pantries served by Catholic Charities 500 seniors per quarter.

Tracking Mechanisms:

1. **Congregate Meals:** Number of congregate meal client signatures captured
2. **Home Delivered Meals:** Number of home delivered meal client signatures verifying number of meals delivered
3. **Second Home Delivered Meals:** Number of home delivered meal client signatures verifying number of meals delivered
4. **Outreach:** Number of public information materials distributed per site per quarter.

## **6. REPORTING**

For the purpose of this agreement, Catholic Charities will provide written status updates to the County on a monthly basis. Monthly reports will provide status updates for each category described under Section 5 as identified in this agreement. Additional reporting of activities specific to Section 4 of this agreement, Scope of Work, may also be required.

## **7. MONITORING AND ACCESS TO RECORDS**

Catholic Charities shall allow duly authorized representatives of County and the State of Nevada ADSD, to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- a. Whether the objectives of the program are being achieved;
- b. Whether the program is being conducted in an efficient and effective manner;
- c. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- d. Whether financial operations of the program are being conducted properly;
- e. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Catholic Charities activities to ensure that the program dollars are used for authorized purposes in compliance with the Federal, State and County program guidelines, regulations, and agreement agreements, and ensuring that performance goals are achieved.

Monitoring activities will occur throughout the agreement term and may take various forms such as:

- a. **Reporting:** Reviewing financial and performance reports submitted by Catholic Charities.
- b. **Site Visits:** Performing visits to Catholic Charities offices or program sites to review financial records, programmatic records, and observe operations.
- c. **Regular Contact:** Regular contacts with Catholic Charities and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County and State of Nevada ADSD Program administrators, auditors, and other authorized individuals. The awarding agency or any of their authorized representatives have the right to access any books, documents, papers or other records of Catholic Charities and subcontractors, which

are pertinent to an agreement, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of three years from the time of agreement close-out notice.

## **8. PROCEDURAL REQUIREMENTS**

Procedural requirements to be followed during the course of the agreement are as follows:

- a. Comply with the Washoe County Senior Nutrition Program Guidelines.
- b. Comply with all monthly, quarterly and annual reporting requirements implemented by the County;
- c. Catholic Charities Nutrition Program key staff will participate in weekly cross-functional team meetings with Washoe County staff.
- d. County Staff will monitor the performance of Catholic Charities against each of the Core Tasks defined in the Scope of Work.
- e. Substandard performance as determined by County Staff will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the within a reasonable period of time after being notified by the County Staff, agreement suspension or termination procedures will be initiated. This provision is in addition to and not in substitution of the grounds for agreement termination set forth in Section 9(n) below.
- f. Program outcomes and core tasks may be administratively modified by County staff as necessary to comply with Senior Nutrition Program guidelines for the program performance.
- g. Program outcomes and core tasks may be administratively modified by County staff if the Catholic Charities provides sufficient justification in writing three (3) months prior to the close of the agreement term.
- h. Maintain files for clients who receive assistance that include all required data related to direct, safety and supportive services offered to Washoe County Social Services clients;

- i. Catholic Charities will provide to County for review and approval drafts of all updates or new materials that are developed or printed with resources made available under this agreement. Dissemination plans for such materials must also have prior approval. Catholic Charities will finalize, print and disseminate these materials following review and approval by County;
- j. Catholic Charities will include the proper language and the approved Senior Nutrition Program logo (to be provided) on all products or materials produced, developed and disseminated with resources made available under this agreement;
- k. Submit in writing all requests to amend Senior Nutrition Program budgets, prior to expending funds from a category other than what has been previously approved;
- l. Key personnel identified by Catholic Charities, is considered to be essential to the services to be performed pursuant to this Agreement. Should Catholic Charities deem it appropriate to substitute other Catholic Charities personnel to perform the services required hereunder, Catholic Charities shall notify County in advance of the substitution and identify proposed substitute personnel to permit County to evaluate the impact of the substitution on the Agreement. County must agree to any proposed substitution and in the event County and Catholic Charities cannot agree on a proposed substitution, County may terminate this Agreement pursuant to section 11 below.
- m. Provide close-out draw requests and all data to the County within thirty days of the end of the agreement term, and retain program records for three years from the time of agreement close-out notice from Washoe County.

## **9. COMPENSATION**

- a. Payment During the term of this Agreement and subject to all terms and conditions set forth herein, the County shall reimburse Catholic Charities up to \$275, 000 (TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS).
- b. Eligible Direct Expenses: Eligible expenses covered under this agreement include: Personnel, Fringe, Travel, Materials and Supplies, and Other that are directly allocable to the performance of the Senior Nutrition Program.

- c. Catholic Charities shall account for the following minimum requirements including expenses relative to:
  - 1. Labor;
  - 2. Training;
  - 3. Purchased services and supplies;
  - 4. Other (must be itemized).
- d. Eligible Indirect: A maximum of eight percent (8%) indirect expense may be charged on the Modified Total Direct Costs of this award.

Modified Total Direct Cost (MTDC): All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract. MTDC excludes equipment, capital, expenditures, charges for rental costs, participant support costs and the portion of each subaward and subcontract that exceeds \$25,000.

- e. Books of accounts shall be maintained in an accurate and complete manner according to accepted standards of accounting, reflecting Catholic Charities operations on County locations, together with appropriate supporting data documents.
- f. Catholic Charities shall make books of account, and supporting data and documents available for inspection, reproduction, and audit by County at all reasonable times, and shall make provisions for the retention of books, data, and documents at a reasonable place for a period of at least three (3) years after the expiration of this Agreement, or subsequent renewals.
- g. Special reports covering Catholic Charities' operations may be required by County from time to time.
- h. Statements and reports furnished to County shall routinely be made available to relevant Advisory Committees and administrative groups.
- i. The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Catholic Charities to provide more specific information about the services provided. If the invoice submitted by Catholic Charities lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Catholic

Charities, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Catholic Charities in writing of specific reason for disapproval and Catholic Charities shall have 10 days in which to provide the County with the requested information.

- j. Reimbursement requests must be submitted monthly and no later than 15 days after funds expended for the preceding month. County shall not render payment in advance of services performed.
- k. Tracking of Funds- Catholic Charities agrees to track and report Senior Nutrition Program funds separately from other funding resources received by the agency.
- l. Form of financial backup- Catholic Charities shall be reimbursed after eligible expenses have been incurred and expended under this agreement in conformance with the terms and conditions of said agreement Catholic Charities agrees, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, agreements, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to Washoe County.
- m. Catholic Charities agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to Washoe County.

## **10. GENERAL TERMS AND CONDITIONS**

- a. **Compliance with Aging and Disability Services Division (ADSD) guidelines.** Catholic Charities shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the State of Nevada Aging and Disability Services Division.
- b. **Required Project Record Keeping and Bookkeeping.** Catholic Charities agrees

to provide for bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for three years from the time of agreement close-out notice from Washoe County. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the County Staff. Specific client records, including names, shall be available to the County Staff upon request.

- c. **Personal Property.** All personal property purchased by Catholic Charities, with written prior approval of the County and with funds obtained pursuant to the Agreement, shall be the property of Catholic Charities unless otherwise provided in writing by the County.
- d. **Lobbying.** Catholic Charities agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- e. **Program Income.** Catholic Charities who derives income from their program activities as a result of service provided through the usage of agreement funds must identify to the County Staff, upon request, the amount of this income on a timely basis, and must expend all income in a manner consistent with the rules and regulations that govern the agreement funds.
- f. **Health Insurance Portability And Accountability Act (HIPAA)** Catholic Charities agrees to safeguard clients' protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. Catholic Charities shall protect all health information that is created or received by Catholic Charities or made available in any form, including paper record, oral communication, audio recording and electronic medium. Catholic Charities shall comply with the terms and conditions set for in Exhibit B, incorporated herein by this reference.
- g. **Legal Actions Against Catholic Charities.** If any legal action is filed against Catholic Charities, Catholic Charities shall immediately notify County staff. Catholic Charities will not use any funds or resources which are provided by County under this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation.

- h. **Assignment of Agreement.** It is agreed by and between the parties hereto that neither this agreement nor any part thereof may be assigned by Catholic Charities, and that in the event that Catholic Charities does so assign, the County Staff may, at their option, terminate this agreement and be relieved of further obligation to Catholic Charities.
- i. **Grounds for Reduction of Compensation or Termination of the Agreement.** The County Staff reserves the right to terminate this agreement or to reduce the contract compensation amount upon written notification to Catholic Charities that any one or more of the following has occurred:
1. Failure of Catholic Charities to file monthly financial reports by 15 days after funds expended for the preceding month;
  2. Failure of Catholic Charities to meet any standards specified in this agreement, or the Washoe County Senior Nutrition Program Guidelines;
  3. Expenditures under this agreement for ineligible staff time, activities, services, or items;
  4. Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this agreement;
  5. Failure of Catholic Charities to comply with the State and Federal Accounting Laws;
  6. Catholic Charities employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
  7. Where applicable, notification by ADSD to the County staff that said programs are ineligible because of services provided;
  8. Failure of the County or Catholic Charities to secure or obtain other funding from sources which are needed in combination with the agreement funds provided by the County to completely carry

out the programs provided in this Agreement;

9. Where applicable, written notification from ADSD to the County Staff that the program funds made available to the County are being curtailed, withdrawn, or otherwise restricted and County's subsequent notification to Catholic Charities of same;
10. Notification by the County staff that the County has failed to appropriate or budget funds for the purposes specified in this agreement, or that the County has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes as specified in this agreement;
11. In the event County fails to appropriate or budget funds for the purposes as specified in this Agreement ; or
12. Failure of Catholic Charities to pay debts owed to the County or other debts when due.

**o. Personnel.**

1. Catholic Charities represents that it has hired or will hire all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any contractual relationship, with the County.
2. All of the services required hereunder will be performed by Catholic Charities, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

**p. Funding.** Funding under this agreement is to be used only for eligible and approved activities.

**q. Integration.** This Agreement, including the Recitals, and State and Federal Accounting Laws, all of which are incorporated by reference as a part of this agreement, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or

contemporaneous written or oral agreements or understandings with respect thereto.

- r. **Amendment; Waiver.** This agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. If an amendment is required to County's agreement with ADSD and that amendment requires amendment to this agreement, County shall notify Catholic Charities and Sub- Catholic Charities may either agree to such amendment, which will be reduced to writing and duly executed by both parties, or Catholic Charities may terminate this agreement. No additional monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this agreement shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not" constitute a waiver except as provided in this agreement.
- s. **Drafting Presumption.** The parties acknowledge that this agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this agreement.

## **11. RESTRICTIONS:**

Any agreements, written or oral, between Catholic Charities and parties other than County, where such agreements involve Catholic Charities' personnel assigned to County's account, is prohibited without the express written consent of County.

- a. Any use of County's facilities or property, including vehicles, by Catholic Charities for purposes other than those pursuant to this Agreement, is prohibited without the express written consent of County.
- b. Catholic Charities shall not purchase, store or dispense, any alcoholic beverage on the premises of County.

## **12. INSPECTIONS:**

County shall reserve the right, but shall have no affirmative obligation, to have designated

representatives for County and the State of Nevada Aging and Disability Services Division review, inspect and evaluate the operation and condition of the food service facilities, at any time with respect to the quantity and quality of food served, the methods of service, food costs, the hours of meal service, and generally with respect to the safety, sanitation and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to County.

- a. County shall reserve the right to make reasonable regulations from time to time with respect to these matters.
- b. Catholic Charities shall comply with all current Federal, State, local health, and sanitation regulations, including any which may become effective during the effective period of this Agreement.

### **13. CERTIFICATION/STATUTORY/LICENSURE REQUIREMENTS:**

Catholic Charities shall meet the following requirements:

- a. Food Protection Manager Training and Certification, Section 015, Washoe County District Health Department. Catholic Charities' program manager, upon the commencement of this Agreement must begin and complete the certification process, no later than August 1, 2015 and recertify every three (3) years thereafter.
- b. NRS 446.875 - All nutrition programs shall have a food service establishment permit. <http://www.leg.state.nv.us/NRS/NRS-446.html>
- c. NRS 483.230 - Each transportation service driver shall have a valid Nevada driver's license for the appropriate class of vehicle.  
<http://www.leg.state.nv.us/NRS/NRS-446.html>
- d. NRS 485.185 - Each vehicle shall have the required level of insurance.  
<http://www.leg.state.nv.us/NRS/NRS-485.html>

### **14. AGING AND DISABILITY SERVICES DIVISION (ADSD) REQUIREMENTS:**

Catholic Charities shall comply with current ADSD Nutrition Service Standards. The County's criminal records check defined in the Washoe County Senior Nutrition Program Manual shall take precedence over ADSD requirements.

<http://adsd.nv.gov/Programs/Agreement/Resources/>

### **15. USDA/NSIP FOOD COMMODITIES REQUIREMENTS:**

Commodities: USDAINSIP food commodities may be provided to Catholic Charities and shall be utilized to the fullest extent practical for the Senior Nutrition Program. Commodities shall be utilized by Catholic Charities in accordance with the Department

of Agriculture Food and Nutrition Service, Federal Register 7 CFR Part 250.

- a. Inspection of Records: Catholic Charities shall agree that the storage facilities, books, and records pertaining to the food service operation of the agency, are subject to review by the State distributing agency. Review shall be in accordance with the Department of Agriculture Food and Nutrition Service, Federal Register 7 CFR Part 250.19 (b) (1).
- b. Commodity Losses: Catholic Charities agrees that if they improperly use or store any commodity, or are responsible for the loss, and or damage to a commodity, due to failure to provide proper storage or care, that the Catholic Charities shall make restitution as prescribed by the County.
- c. Contract Extensions: Upon any extension of the USDA contract, the Catholic Charities shall update all pertinent information and must demonstrate that all USDA foods received during the previous contract period, have been accounted for to the County. The County shall assure the State of such compliance.

#### **16. LICENSE AND CERTIFICATION:**

Catholic Charities shall agree to maintain any applicable license(s) or Certification(s) as may be required by any governing body for the performance of services as described herein within the affected jurisdiction.

#### **17. USE AND MAINTENANCE OF COUNTY EQUIPMENT AND PROPERTY:**

County shall furnish the services of the County maintenance staff and/or other designated facilities, as required for the proper maintenance and repair of facilities, utilities, vehicles, office equipment, and kitchen equipment assigned to Catholic Charities for use in the senior nutrition program operation.

- a. County shall provide routine preventative maintenance for all delivery vehicles using a predetermined mileage interval.
- b. County shall notify Catholic Charities of the need for routine preventative maintenance on vehicles. Repairs outside of normal wear and tear or due to failure

to notify the County of obvious repair issues i.e. check engine light, will be Catholic Charities responsibility.

- c. Repairs, maintenance or replacement of equipment or vehicles shall be performed by or routed through the County's Equipment Services Division or their designated facility.
- d. Repairs to vehicles involved in an accident while operated by Catholic Charities or their employees will be reported on the appropriate form and submitted to Washoe County Risk Management for handling.
- e. Catholic Charities shall be responsible for repair costs to County owned vehicles while being used or operated by Catholic Charities or their officers, employees or volunteers.
- f. Fuel for delivery vehicles shall be purchased through the County's Cardlock system utilizing designated fuel stations and fuel cards provided. Fuel charges for delivery vehicles will be reimbursed under the nutrition agreement as allowable. Fuel purchases outside of the County's Cardlock system will be the responsibility of Catholic Charities.
- g. Catholic Charities shall be responsible for and remedy all damage or loss to any property, including property of County, caused in whole or in part by Catholic Charities, and subcontractor, or anyone employed, directed or supervised by Catholic Charities.

## **18. CATERING:**

Catholic Charities shall provide methods for generating additional funds to supplement the County's funded Senior Nutrition Program. This will be accomplished through the development and implementation of a catered meal program for individuals who would not meet the eligibility requirements of the Federally funded program and through the development of on-going general catering activities for non-center sponsored events.

Catholic Charities shall provide the following minimum requirements for this program:

- a. Delivery of all meals shall occur during hours that do not conflict with services provided to the County under this Agreement, unless catering schedule has been approved by the County.

- b. Prepare and deliver/serve special catered meals as ordered for outside organizations.
- c. Prepare and deliver/serve meals without disrupting the normal operation.
- d. Maintain separate food/commodities inventories and staff activity reports; there is to be no co-mingling of supplies and labor, with the exception of senior day programs, unless previously approved by the County.
- e. Provide specialized diets as required.
- f. Prepare and issue monthly billing statements to Washoe County Senior Services, hereinafter referred to as "WCSS".
- g. Provide accounting summaries for each program, as specified in Section 9.
- h. Provide documentation of expenditures.
- i. Develop and implement, in a joint effort with WCSS, an on-going marketing campaign to ensure the success of this program.
  - 1. WCSS shall be responsible for marketing the program through their present senior social services process and other appropriate means.
  - 2. WCSS shall also be responsible for establishing and coordinating delivery routing and County vehicle utilization.

## **19. TERMINATION**

The County or Catholic Charities may terminate this Agreement should Aging and Disability Services Division terminate the funding.

Termination shall become effective 15 days after actual services of written Notice of Termination by either party upon the other party. Actual notice means receipt of a written Notice of Termination. The notice must be served at the following addresses:

COUNTY: Washoe County Department of Senior Services  
ATTN: Amber Howell  
P.O. Box 11130  
Reno, NV 89520-0027

CATHOLIC CHARITIES: Catholic Charities of Northern Nevada  
500 E. 4<sup>th</sup> Street Reno,  
NV 89512

If termination is made pursuant to this Agreement a final invoice and/or report of the type described in section 5, if applicable, must be immediately prepared by the Catholic Charities within 7 days after the effective date of the termination setting forth all services provided by the after its last invoice and/or report and before the effective date of the termination. After approval of the final invoice, the County shall pay to Catholic Charities any amounts owed for services actually provided prior to the effective date of termination.

## **20. OTHER PROVISIONS**

During the performance of this agreement, Catholic Charities must follow:

a. **Equal Employment Opportunity.**

1. Catholic Charities will not discriminate against any employee or applicant for employment or individual receiving the benefit of Catholic Charities' services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). Catholic Charities will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Catholic Charities agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
2. Vietnam Veterans. The Catholic Charities agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

b. **Americans with Disabilities Act.** Catholic Charities agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

c. **Byrd Anti-Lobbying Amendment.** Catholic Charities agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Catholic Charities is required to submit an executed copy of the certification prior to the encumbrance of funds.

- d. **Nondiscrimination in Federally Assisted Programs.** Catholic Charities will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- e. **Hatch Act.** Neither Catholic Charities program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- f. **Clean Air Act.** Catholic Charities agrees 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.
- g. **Americans for Disabilities.** Meet the requirements of the Americans for Disabilities Act 1990;
- h. **Debarment and Suspension** Catholic Charities agrees to submit an executed copy of the Certification Regarding Debarment, Suspension and Other Responsibility Matters in Exhibit C.
- i. **Fair Housing Act.** Catholic Charities agrees to comply with the requirements to Affirmatively Further Fair Housing as described under Section 808(e)(5) of the Fair Housing Act;
- j. **Non-discrimination.** Catholic Charities agrees to comply with the requirement that the Senior Nutrition Program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. Units of general local government and non-profit organizations shall neither deny services to, nor otherwise discriminate in the delivery of services against any person, who otherwise meets the eligibility criteria for the program, on the basis of race, color religion, sex, age, national origin, citizenship, ancestry, marital or familial status, physical or mental handicap, sexual orientation because such person is a recipient of federal, state or local public assistance;
- k. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of essential services and/or the payment of operational costs, Catholic Charities:

- l. Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs;
- m. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- n. It will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- o. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.
- p. **Drug-Free Workplace Requirements.** Catholic Charities agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Catholic Charities is required to submit an executed copy of the certification prior to the encumbrance of agreement funds.

## **21. COMPLIANCE WITH LAWS**

Catholic Charities agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

## **22. GOVERNING LAW / MISCELLANEOUS**

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this Agreement shall be brought In Washoe County, Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for

convenience; they are not part of this Agreement and shall not affect its construction.

### **23. INSURANCE SPECIFICATIONS**

Washoe County has established specific indemnification and insurance requirements for agreements with Catholic Charities to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Catholic Charities are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-5, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.

### **24. AUTHORITY TO ENTER INTO AGREEMENT**

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

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

**COUNTY OF WASHOE**, by and through  
Its Board of County Commissioners

By: \_\_\_\_\_  
Chair, Washoe County Commission

Date: \_\_\_\_\_

**CATHOLIC CHARITIES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

# **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CATHOLIC CHARITIES OF NORTHER NEVADA SENIOR NUTRITION PROGRAM**

## **INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

## **INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

## **GENERAL REQUIREMENTS**

ORGANIZATION shall purchase and maintain insurance of the types and in the amounts described below during the entire term of this Agreement and for any extended terms if required below. The cost of such insurance shall be borne by ORGANIZATION.

By requiring insurance herein, COUNTY does not represent that coverage and limits will necessarily be adequate to protect ORGANIZATION, and such coverage and limits shall not be deemed as a limitation on ORGANIZATION'S liability under the indemnities granted to COUNTY in this contract.

#### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

ORGANIZATION shall maintain worker's compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

It is understood and agreed that there shall be no workers' compensation and employer's liability coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for workers' compensation and employer's liability, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned workers' compensation and employer's liability coverage at ORGANIZATION'S sole cost and expense.

ORGANIZATION waives all rights against COUNTY and its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability. Obtained by ORGANIZATION pursuant to this agreement. ORGANIZATION shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

#### **COMMERCIAL GENERAL LIABILITY**

ORGANIZATION shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

COUNTY, its officers, employees and volunteers shall be included as an insured under the CGL and under the commercial umbrella, if any, including coverage for liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; and premises owned, occupied or used by ORGANIZATION. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

ORGANIZATION waives all rights against COUNTY and its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this agreement. ORGANIZATION'S insurer shall endorse CGL policy as required to waive subrogation against COUNTY with respect to any loss paid under the policy.

#### **AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE**

ORGANIZATION shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

COUNTY, its officers, employees and volunteers shall be included as insureds with respect to ORGANIZATION'S ownership or use of owned, leased hired and non-owned autos, including COUNTY vehicles used by ORGANIZATION in the performance of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

ORGANIZATION shall maintain physical damage coverage for COUNTY vehicles used or operated by ORGANIZATION in the performance of this Agreement. Coverage shall include collision and comprehensive coverage with respect to the leased auto with deductibles of no more than \$1,000. COUNTY shall be included as a loss payee with respect to coverage provided for physical damage to COUNTY vehicles used by ORGANIZATION in the performance of this Agreement.

ORGANIZATION waives all rights against COUNTY and its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Tenant pursuant this Agreement or under any applicable auto physical damage coverage.

## **LEGAL LIABILITY COVERAGE**

ORGANIZATION shall purchase and maintain Legal Liability Coverage insuring damages that the ORGANIZATION may become legally obligated to pay resulting from damages to COUNTY property, including but not limited to buildings, kitchen equipment and other property used by or in the care, custody or control of the ORGANIZATION, with a limit of not less than \$1,000,000. Coverage shall be written in ISO for

## **CRIME INSURANCE**

ORGANIZATION shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of ORGANIZATION.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.

3. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium. In the event that any of the ORGANIZATION'S insurers are unable to provide such endorsements, ORGANIZATION shall be responsible to provide notice of cancellation, non-renewal or material change in the coverage required by this contract as soon as practicable after receipt of any such notice from ORGANIZATION'S insurers.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A, X. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### **VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **SUBCONTRACTORS**

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.

3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.

## **EXHIBIT B**

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT BETWEEN**

**CATHOLIC CHARITIES Hereinafter referred to as "Covered Entity"**

**and**

**THE COUNTY OF WASHOE  
Hereinafter referred to as "Business  
Associate"**

This agreement is entered into between Covered Entity and Business Associate, effective upon signature.

Business Associate acknowledges and agrees that all protected health information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic medium by Covered Entity or its operating units to Business Associate on Covered Entity's behalf shall be subject to this agreement.

#### **OBLIGATIONS AND ACTIVITIES OF the BUSINESS ASSOCIATE**

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

5. Business Associate agrees to ensure that any agent, including a Recipient, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as set forth in the contract's Inspection and Audit provisions, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as mutually agreed between the parties.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or the Secretary, in a time and manner as set forth in the contract's Inspections and Audit provisions or designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as set forth in the contract's Inspection and Audit provisions, information collected in accordance with the previous section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

## PERMITTED USE AND DISCLOSURES BY BUSINESS

ASSOCIATE General Use and Disclosure Provisions (*1. and 2. are alternative approaches*)

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are:
  - a. Required by Law, or
  - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and
  - c. The person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services for Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.5020(1).

#### OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect (Business Associate's) use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that (Covered Entity) has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect

Business Associate's use or disclosure of Protected Health Information.

## PERMISSABLE REQUESTS BY COVERED ENTITY

Except in the event of lawful data aggregation or management and administrative activities, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## TERM AND TERMINATION

### 1. TERM:

The Term of the Agreement shall extend beyond the termination of the contract and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created and received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination.

### 2. EFFECT OF TERMINATION

- a. Except as provided in paragraph (b.) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from (Covered Entity), or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Recipients or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to (Covered Entity) notification of the conditions that make return or destruction infeasible.

Upon a mutual determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## MISCELLANEOUS

1. **AMENDMENT:** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No 104-191.
2. **SURVIVAL:** The respective rights and obligations of Business Associate under EFFECT OF TERMINATION of this Agreement shall survive the termination of this Agreement.
3. **INTERPRETATION:** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## EXHIBIT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The contractor, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(a) Have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(c) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of this agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_