

Senior Nutrition Food Service 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 through the Human Services Agency Senior Services Division (County) and Catholic Charities of Northern Nevada, 500 E. 4th Street, Reno, NV 89512 (Catholic Charities).

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; and

WHEREAS, Catholic Charities is a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), Data Universal Numbering System (DUNS) number is 797929122, is in good standing in its State of formation and 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 U.S. Department of Health and Human Services Title III-C1 and Title III-C2 grant funds, CFDA Number 93.045 from the Nevada Aging and Disability Services Division, and Washoe County General and Indigent Funds and donations 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 the Human Services Agency or her designee.
- b. Catholic Charities Staff: Catholic Charities staff consists of the person(s) from the Catholic Charities who is responsible for the delivery of services as outlined

in this Agreement 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. Agreement Deliverables: Agreement deliverables 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 October 1, 2018 through September 30, 2019, or until this Agreement is terminated pursuant to Sections 10.i and 19 hereof, whichever date shall first occur.

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
Marie Baxter, CEO
500 E. 4th Street
Reno, NV 89512
775.322.7073 ext 299
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 ten (10) congregate satellite sites, and approximately eight hundred (875) homebound clients, within the defined service area.

Congregate Meals

The congregate meal program provides one (1) meal Monday through Friday 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 provides one (1) meal per day 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 provides 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.

Agreement Deliverables:

- 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 delivered 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. Catholic Charities will work collaboratively with County staff to expand the level and quality of services provided to eligible residents of Washoe County.
- j. Catholic Charities will coordinate scheduling and management of the delivery routes for home delivered meals and congregate meal site delivery.
- k. Catholic Charities' staff shall perform the following tasks:
 - 1. Menu Planning as approved by a registered dietician
 - 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. Serve approximately 37,500 congregate meals per quarter
 - 10. Serve approximately 55,000 home delivered meals per quarter
 - 11. Serve approximately 13,750 second home delivered meals per quarter
 - 12. Distribute senior nutrition public information materials at all Washoe County food pantries served by Catholic Charities to a minimum of 500 seniors 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 4 as identified in this agreement. Additional reporting of activities may also be required.

7. MONITORING AND ACCESS TO RECORDS

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

- a. Whether the objectives of the Agreement are being achieved;
- b. Whether the service 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 Scope of Work identified in Section 4;
- 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 funds are used for authorized purposes in compliance with the Federal, State and County program guidelines, regulations, and agreements, and ensuring that deliverables are achieved.

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

- a. Reporting: Reviewing financial and Agreement reports submitted by Catholic Charities.
- b. Site Visits: Performing visits to Catholic Charities offices or program sites to review financial 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 administrators, auditors, and other authorized individuals. The County, other 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 this Agreement, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of three years from the end of the agreement..

8. SERVICE REQUIREMENTS

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

- a. Comply with all monthly, quarterly and annual reporting requirements implemented by the County;
- b. Catholic Charities Nutrition Program key staff will participate in weekly cross-functional team meetings with Washoe County staff.
- c. County Staff will monitor the performance of Catholic Charities against each of the Agreement Deliverables defined in the Scope of Work.

- d. 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.
- e. 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.
- f. Tasks identified in Section 4 Scope of Work 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.
- g. 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;
- h. 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;
- i. Submit in writing all requests to amend Senior Nutrition Food Service budget, prior to expending funds from a category other than what has been previously approved;
- j. 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 19 below.
- k. Provide close-out invoices and all data to the County within thirty days of the end of the agreement term, and retain records for three years from the time of the end of the agreement.

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 **\$1,585,000 (One Million Five Hundred Eighty-Five Thousand Dollars)**
- b. Eligible Direct Expenses: Eligible expenses covered under this agreement include: Personnel, Fringe, 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. Administrative Fee: A maximum of an eight percent (8%) Administrative fee charged on salaries only is allowed.
- 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 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 Food Service 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.** <http://adsd.nv.gov/Programs/Grant/Nutrition/Resources/> established by the State of Nevada Aging and Disability Services Division specific to nutrition requirements for seniors
- 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. **Confidentiality.** Catholic Charities understands and acknowledges that during the term of Catholic Charities relationship with, and in performing the services for County, Catholic Charities may be provided with or otherwise come in contact with information or documents that may contain personal, confidential and privileged information relating to the representation of County for the services provided herein or pertaining to clients of the Senior Nutrition Program. Catholic Charities shall consider all information obtained during the service of this agreement to be confidential and privileged unless such information is otherwise available from public sources. Catholic Charities further understands and acknowledges that all information shall be and remain after the termination of the Agreement confidential and privileged information not subject to disclosure, unless ordered by a court of competent jurisdiction. Catholic Charities agrees not to disclose or discuss any information obtained relating to the services provided herein other than to County, without County's prior written consent.
- e. **Program Income.** Catholic Charities who derives income from their 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. **Insurance and Indemnification.** 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 ensure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. Insurance, indemnification and hold harmless requirements are established in Exhibit A, attached to this Agreement.
- 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 reserves the right to terminate this agreement or to reduce the contract

compensation amount upon written notification to Catholic Charities should 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;
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;
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 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 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.

j. 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.
- k. **Funding.** Funding under this agreement is to be used only for eligible and approved activities.
 - l. **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.
 - m. **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.
 - n. **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 or 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 November 1, 2018 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 shall take precedence over ADSD requirements.

15. USDA/NSIP FOOD COMMODITIES REQUIREMENTS:

Commodities: USDA/INSIP food commodities may be provided to Catholic Charities and shall be utilized to the fullest extent practical for the Senior Nutrition Food Service Agreement. 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:

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 repair costs to vehicles involved in an accident while operation by Catholic Charities or their employees.
- 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 Agreement as allowable. Fuel purchases outside of the County's Cardlock system will be the responsibility of 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 Human Services Agency – Senior Services Division, hereinafter referred to as "WCHSA – Senior Services".
- 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 WCHSA – Senior Services, an on-going marketing campaign to ensure the success of this program.
 - 1. WCHSA – Senior Services shall be responsible for marketing the program through their present senior social services process and other appropriate means.

2. WCHSA – Senior Services shall also be responsible for establishing and coordinating delivery routing and County vehicle utilization.

19. TERMINATION

Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party. Actual notice means receipt of a written Notice of Termination via email or U.S. Mail. 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
ATTN: Marie Baxter
500 E. 4th Street Reno,
NV 89512

If termination is made pursuant to this Agreement a final invoice and/or report of the type described in section 6, if applicable, must be immediately prepared by the Catholic Charities within seven (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.
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- 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 B.
 - 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. **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:
 1. 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;
2. 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;
 3. 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
 4. 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.
- k. **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 1-4, 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: _____
Marie Baxter, CEO

Date: _____

Exhibit A
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
NONPROFIT AGENCY

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 Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance 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 Industrial Insurance, 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 industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

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. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: 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; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. 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.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. 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.
5. 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.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. 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

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 _____