

## **Senior Nutrition Food Service Agreement**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October 2019 by and between Washoe County, a political subdivision of the State of Nevada through the Human Services Agency Senior Services Division (COUNTY) and Valley Services, Inc. (or ORGANIZATION)

### **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**, Valley Services, Inc. is Data Universal Numbering System (DUNS) number 11-055-5591 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-C federal grant funds, CFDA Number 93.045, from the Nevada Aging and Disability Services Division, State of Nevada Department of Health and Human Services, Aging and Disability Services Division state grant funds, and Washoe County General, Senior Services Funds, 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, Valley Services, Inc. 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. Valley Services, Inc. Staff: Valley Services, Inc. staff consists of the person(s) from the Valley Services, Inc. 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 Valley Services, Inc. in writing as outlined within the Agreement.

## **1. TERM**

The term of this Agreement shall be effective from October 1, 2019 through September 30, 2020, with the option to renew for four (4) one (1) year periods, contingent upon funding; 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  
350 S. Center Street  
Reno, Nevada 89501  
775.328.2601  
775.328.6192(Fax)

### **VALLEY SERVICES, INC.**

Valley Services, Inc.  
Attn: John Kirk, Managing Director  
10 Canebrake Blvd., Suite 120  
Flowood, MS 39232  
601.664.321

## **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 nine hundred forty (940) 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. Valley Services, Inc. shall at all time meet minimum Federal requirements of the Administration on Aging and the United States Department of Agriculture for Senior Nutrition Programs.
- b. Valley Services, Inc. shall prepare and distribute a minimum of one (1) meal, per day/per client, for two hundred fifty (250) days per year.
- c. Valley Services, Inc. shall provide a minimum of one delivery per week for home delivered meal clients.
- d. Valley Services, Inc. shall 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 with anticipated growth of 6% of Congregate meals and 10% of Home Delivered meals every year
- e. Valley Services, Inc. shall provide bag lunches, if requested by COUNTY.
- f. Valley Services, Inc. shall provide a daily soup program at the Reno, Sparks and Sun Valley sites, separate from the congregate meal program. Expand to other sites as needed.
- g. Valley Services, Inc. shall provide special Dietary Meals when needed to eligible individuals that is modified both in texture/consistency (chopped or pureed) or modified based on related disease and meets all the requirements of the Older Americans Act and state and local laws.
- h. Valley Services, Inc. shall offer a salad as an alternative entrée to congregate meal program participants.
- i. Valley Services, Inc. shall provide for emergency meal response by means of a shelf stable meal, typically two times per year;

- j. Valley Services, Inc. shall be capable of performing the duties contained herein with minimum involvement of COUNTY.
- k. Valley Services, Inc. shall obtain and maintain proper food services operation licenses.
- l. Valley Services, Inc. shall maintain an “A” foodservice rating with the Washoe County Health Department.
- m. Valley Services, Inc. shall provide adequate staff training on sanitation, meal preparation and County Health Department guidelines and ensure there is at a minimum one (1) Certified Food Protection Manager onsite.
- n. Valley Services, Inc. shall provide on-going training for food service staff as required by WCHSA and funding agencies.
- o. Valley Services, Inc. shall conduct monthly self-inspections of all food service facilities including satellite congregate meal locations and submit inspection reports to the Senior Nutrition Program Coordinator within five (5) business days after the inspection is conducted. Inspections shall be conducted using the State of Nevada, Division of Aging and Disability Services (ADSD) required self-inspection form.
- p. Valley Services, Inc. will work collaboratively with COUNTY staff to expand the level and quality of services provided to eligible residents of Washoe County.
- q. Valley Services, Inc. shall develop a Continuity of Operations Plan (COOP).
- r. Valley Services, Inc. shall provide supervision of satellite congregate meal sites during operating hours, including coverage for vacations, sick leave and training.
- s. Valley Services, Inc. will coordinate with WCHSA staff for scheduling and management of the delivery routes for home delivered meals and congregate meal site delivery using WCHSA ServeTracker System, WCHSA provided vehicles and volunteer delivery drivers.
  - 1. Valley Services, Inc. will provide paid staff drivers in addition to the WCHSA delivery drivers.
- t. Valley Services, Inc. shall integrate current volunteer delivery drivers and continue to expand and utilize the volunteer driver pool. Valley Services, Inc.’s staff shall perform the following tasks:
  - 1. Menu Planning as approved by a registered dietician and WCHSA that meets the nutritional requirements of the Senior Nutrition Program.
  - 2. Food production and packaging
  - 3. Meal distribution -on and off premises
  - 4. Quality Control at all Senior Nutrition Program locations
  - 5. Staff Training
  - 6. Inventory Control using the first in-first out (FIFO) methodology to prevent loss of product
  - 7. Satellite meal site supervision
  - 8. Daily cleanup and sanitation of food preparation areas, serving and dining areas, equipment and vehicles
  - 9. Distribute senior nutrition public information materials at all Washoe County food pantries served by Valley Services, Inc. to a minimum of 500 seniors per quarter.
- u. Valley Services, Inc. shall insure all contractor staff complete and remain current on WCHSA required trainings to include:
  - 1. Mandated Washoe County Defensive Driving Training prior to operating

- any COUNTY owned vehicles.
- 2. Washoe County Policy Training
- 3. State of Nevada, Division of Aging and Disability Services Elder Abuse Training.
- v. Valley Services, Inc. shall maintain vehicle cleanliness in a standard that complies with Washoe County fleet standards.
- w. Valley Services, Inc. shall ensure all satellite sites are properly supplied with all necessary food items and materials necessary to conduct daily operations.

## **6. REPORTING**

For the purpose of this agreement, Valley Services, Inc. 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. In the event additional reporting requirements become necessary, the COUNTY and Valley Services agree to work collaboratively to meet the new requirements.

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

Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc.
- b. Site Visits: Performing visits to Valley Services, Inc. offices or program sites to review financial records, and observe operations.
- c. Regular Contact: Regular contacts with Valley Services, Inc. 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 Valley Services, Inc. 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. Valley Services, Inc. Nutrition Program key staff will participate cross-functional team meetings as determined by WCHSA to review program status and contract compliance.
- c. COUNTY Staff will monitor the performance of Valley Services, Inc. against each of the Agreement Deliverables defined in the Scope of Work identified in Section 4.
- 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 defined in the Scope of Work identified in Section 4 may be administratively modified by COUNTY staff if the Valley Services, Inc. provides sufficient justification in writing three (3) months prior to the close of the agreement term.
- g. Valley Services, Inc. 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. Valley Services, Inc. will finalize, print and disseminate these materials following review and approval by COUNTY;
- h. Valley Services, Inc. will include the proper language and the approved Senior Nutrition Program logo (to be provided) on all printed products or materials produced, developed and disseminated, excluding meals, within the 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 Valley Services, Inc., is considered to be essential to the services to be performed pursuant to this Agreement. Should Valley Services, Inc. deem it appropriate to substitute other Valley Services, Inc. personnel to perform the services required hereunder, Valley Services, Inc. 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 Valley Services, Inc. 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**

Payment During the term of this Agreement and subject to all terms and conditions set forth herein, the COUNTY shall reimburse Valley Services, Inc. up to \$1,387,604.00 (One Million Three Hundred Eighty-Seven Thousand Six Hundred Four Dollars).

Valley shall bill weekly and invoice monthly at a rate per meal as follows:

|                              |        |
|------------------------------|--------|
| Hot Congregate Meals:        | \$3.53 |
| Hot Home Delivered Meals:    | \$3.53 |
| Frozen Home Delivered Meals: | \$3.13 |

- a. Annual Increase: Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, and Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Valley Services, Inc. shall provide the COUNTY notification of the adjustment. On the anniversary date, Valley Services, Inc.'s proposed adjustments shall go into effect, unless the parties have entered into a written agreement with an alternative cost adjustment. If the "Contractor" requests an increase in payment of this Agreement (the maximum allowable increase in remuneration shall not exceed that granted the Washoe County Employees Association (WCEA) as a cost of living allowance (COLA) for the current County fiscal year. The "Contractor" is responsible to provide each full-time staff an annual cost of living increase as is appropriate which shall be paid from the ensuing increase in payment and shall not be in addition to that payment.
- b. Payment Terms: On or before the fifth (5th) day of each week, Valley Services, Inc. will bill the COUNTY for the preceding week's charges. Valley Services, Inc. shall issue an invoice at the end of each week showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event payment is not made within thirty (30) days of the due date, the invoice will be

subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Valley Services, Inc. to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.

- c. 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.
- d. Valley Services, Inc. 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).
- e. Administrative Fee: A maximum of an eight percent (8%) Administrative fee charged on eligible direct expenses is allowed.

Books of accounts shall be maintained in an accurate and complete manner according to accepted standards of accounting, reflecting Valley Services, Inc. operations on COUNTY locations, together with appropriate supporting data documents.
- f. Valley Services, Inc. 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 Valley Services, Inc.' 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 Valley Services, Inc. to provide more specific information about the services provided. If the invoice submitted by Valley Services, Inc. lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Valley Services, Inc., the COUNTY shall have the authority to withhold approval of payment of all or part of that invoice. The COUNTY will inform Valley Services, Inc. in writing of specific reason for disapproval and Valley Services, Inc. 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- Valley Services, Inc. agrees to track and report Senior Nutrition Food Service funds separately from other funding resources received by the agency.
- l. Form of financial backup- Valley Services, Inc. shall be reimbursed after eligible



expenses have been incurred and expended under this agreement in conformance with the terms and conditions of said agreement Valley Services, Inc. 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. Valley Services, Inc. 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.** Valley Services, Inc. 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 Valley Services, Inc., with written prior approval of the COUNTY and with funds obtained pursuant to the Agreement, shall be the property of Valley Services, Inc. unless otherwise provided in writing by the COUNTY.
- d. **Confidentiality.** Valley Services, Inc. understands and acknowledges that during the term of Valley Services, Inc. relationship with, and in performing the services for COUNTY, Valley Services, Inc. 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 cliental of the Senior Nutrition Program. Valley Services, Inc. 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. Valley Services, Inc. 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. Valley Services, Inc. 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.** Valley Services, Inc. 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 Valley Services, Inc.** If any legal action is filed against Valley Services, Inc., Valley Services, Inc. shall immediately notify COUNTY staff. Valley Services, Inc. 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 Valley Services, Inc., and that in the event that Valley Services, Inc. does so assign, the COUNTY Staff may, at their option, terminate this agreement and be relieved of further obligation to Valley Services, Inc.
- 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 Valley Services, Inc. should any one or more of the following has occurred:
  - 1. Failure of Valley Services, Inc. to file monthly financial reports by 15 calendar days after funds expended for the preceding month and shall include the following categories as well as appropriate documentation (e.g. time sheets, invoices, etc.):

| Expenditure Category              |
|-----------------------------------|
| Salaries                          |
| Benefits                          |
| Food Purchases                    |
| Cleaning Supplies                 |
| Kitchen Supplies                  |
| Contracted Services               |
| Vehicle Related Expenses          |
| Other Expenses                    |
| Administrative & Program Expenses |

2. Failure of Valley Services, Inc. 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 Valley Services, Inc. to comply with the State and Federal Accounting Laws;
6. Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. to pay debts owed to the COUNTY or other debts when due.

**j. Personnel.**

1. Valley Services, Inc. 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 Valley Services, Inc., 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 Valley Services, Inc. and Sub- Valley Services, Inc. may either agree to such amendment, which will be reduced to writing and duly executed by both parties, or Valley Services, Inc. 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 Valley Services, Inc. and parties other than COUNTY, where such agreements involve Valley Services, Inc.' 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 Valley Services, Inc. for purposes other than those pursuant to this Agreement, is prohibited without the express written consent of COUNTY.
- b. Valley Services, Inc. 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. Valley Services, Inc. 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:**

Valley Services, Inc. shall meet the following requirements:

- a. Food Protection Manager Training and Certification, Section 015, Washoe County District Health Department. Valley Services, Inc.' 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:**

Valley Services, Inc. shall comply with current ADSD Nutrition Service Standards. The COUNTY's criminal records check shall take precedence over ADSD requirements. <http://adsd.nv.gov/Programs/Agreement/Resources/>

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

Commodities: USDA/INSIP food commodities may be provided to Valley Services, Inc. and shall be utilized to the fullest extent practical for the Senior Nutrition Food Service Agreement. Commodities shall be utilized by Valley Services, Inc. in accordance with the Department of Agriculture Food and Nutrition Service, Federal Register 7 CFR Part 250.

- a. Inspection of Records: Valley Services, Inc. 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: Valley Services, Inc. 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 Valley Services, Inc. shall make restitution as prescribed by the COUNTY.
- c. Contract Extensions: Upon any extension of the USDA contract, the Valley Services, Inc. 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:**

Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. or their employees will be reported on the appropriate form and submitted to Washoe COUNTY Risk Management for handling.
- e. Valley Services, Inc. shall be responsible repair costs to vehicles involved in an accident while operation by Valley Services, Inc. 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. Delivery Vehicles shall be used for the purposes of the Home Delivered Meals and Congregate meal programs only. Fuel charges for delivery vehicles will be reimbursed under the Agreement provided the fuel use was related to the Home Delivered Meals and Congregate meal programs. Fuel used for other purposes or purchased outside of the COUNTY's Cardlock system will generally be the responsibility of Valley Services, Inc.; however, an extenuating circumstance requiring fuel use or purchases outside the COUNTY's Cardlock system may be approved by the COUNTY on a case by case basis with proper documentation.

#### **18. CATERING:**

Valley Services, Inc. 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.

Valley Services, Inc. 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:

By email at:

HSA-Purchasing@washoecounty.us

And in hard copy at

Washoe County Human Services Agency

ATTN: Amber Howell

350 S. Center Street

Reno, NV 89501

VALLEY SERVICES, INC.: Valley Services, Inc.

Attn: John Kirk

Canebrake Blvd., Suite 120

Flowood, MS 39232

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 Valley Services, Inc. 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 Valley Services, Inc. any amounts owed for services actually provided prior to the effective date of termination.

## **20. OTHER PROVISIONS**

During the performance of this agreement, Valley Services, Inc. must follow:

a. **Equal Employment Opportunity.**

1. Valley Services, Inc. will not discriminate against any employee or applicant for employment or individual receiving the benefit of Valley Services, Inc.' 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). Valley Services, Inc. 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 Valley Services, Inc. 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 Valley Services, Inc. agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

- b. **Americans with Disabilities Act.** Valley Services, Inc. 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.** Valley Services, Inc. agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Valley Services, Inc. is required to submit an executed copy of the certification prior to the encumbrance of funds.
- d. **Nondiscrimination in Federally Assisted Programs.** Valley Services, Inc. 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 Valley Services, Inc. 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.** Valley Services, Inc. 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** Valley Services, Inc. agrees to submit an executed copy of the Certification Regarding Debarment, Suspension and Other Responsibility Matters in Exhibit B.
- i. **Fair Housing Act.** Valley Services, Inc. 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, Valley Services, Inc.:
  - 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.** Valley Services, Inc. agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Valley Services, Inc. is required to submit an executed copy of the certification prior to the encumbrance of agreement funds.
- l. **Boycott Certification** - Under NRS 332.065(2), the Parties acknowledge, agree, and certify that neither Party is currently engaged in a boycott of Israel. The Parties shall not engage in a boycott of Israel during the Agreement's term, including any subsequent renewals.

## 21. COMPLIANCE WITH LAWS

Valley Services, Inc. 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. AUTHORITY TO ENTER INTO AGREEMENT**

The undersigned person signing as an officer on behalf of the Valley Services, Inc., a party to this Agreement, hereby warrants and represents that said person has actual authority to enter into this Agreement on behalf of said Valley Services, Inc. and to bind the same to this Agreement, and, further, that said Valley Services, Inc. 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.

**SIGNATURE PAGE AND EXHIBIT(S) TO FOLLOW**

**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: \_\_\_\_\_

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

Mark Stewart, Washoe County Purchasing and Contracts Manager

**VALLEY SERVICES, INC.**

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

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

John Kirk, Managing Director

**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. Terminate the Agreement.

## EXHIBIT B

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

The contractor, Valley Services, Inc. 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

\_\_\_\_\_  
John Kirk, Managing Director  
Signature of Authorized Representative      Date \_\_\_\_\_

Date \_\_\_\_\_

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

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



## EXHIBIT C

### AGING AND DISABILITY SERVICES DIVISION

### NUTRITION SERVICE SPECIFICATIONS

#### QUARTERLY SELF-ASSESSMENT / FOOD SAFETY CHECKLIST COVER SHEET

#### GENERAL CATEGORIES

√

#### COMMENTS

|                                       |  |  |
|---------------------------------------|--|--|
| A. Kitchen and Dining Facilities      |  |  |
| B. Dry Storage                        |  |  |
| C. Non-Food Storage                   |  |  |
| D. Garbage/Trash Storage and Disposal |  |  |
| E. Personnel                          |  |  |
| F. Food Preparation and Service       |  |  |
| G. Purchasing/Receiving               |  |  |
| H. Frozen Meals                       |  |  |
| I. Mechanical Dishwashing Area        |  |  |
| J. Manual Dishwashing                 |  |  |
| K. Refrigerator Storage               |  |  |
| L. Freezer Storage                    |  |  |
| M. Home-Delivered Meal Service        |  |  |

Please use the Aging and Disability Services Division Food Safety Checklist to guide you through the quarterly self-assessment. The Food Safety Checklist can be found on the web site at

[http://nvaging.net/grants/serv\\_specs/food\\_safety\\_checklist.htm](http://nvaging.net/grants/serv_specs/food_safety_checklist.htm).

Quarterly self-assessments are to be maintained on site for your Resource Development Specialist to review as requested or during the regular program assessment.

|              |      |
|--------------|------|
| Program Name | Date |
|              |      |

|            |           |
|------------|-----------|
| Print Name | Signature |
|            |           |

## EXHIBIT D

### NEVADA AGING AND DISABILITY SERVICES DIVISION NUTRITION SERVICE SPECIFICATIONS FOOD SAFETY CHECKLIST

#### TITLE III-C GRANTEES

Per the Nutrition Service Specifications, the following checklist must be utilized by each ADSD-funded meal site on at least a quarterly basis. Documentation of compliance will be reviewed by your Resource Development Specialist and must include, at a minimum, the completed Quarterly Self-Assessment / Food Safety Checklist Cover Sheet (<http://adsd.nv.gov/Programs/Grant/Nutrition/Resources>).

**Always follow the most current local health ordinances.** This is not an all-inclusive list. If items on this checklist contradict any regulation of your local authority, contact your Resource Development Specialist immediately. The checklist is current as of the date in the footer. Any updates to food regulations after the date listed may not be represented. ADSD will make every attempt to update the checklist in a timely manner.

#### Local Health Authorities:

- ☐ **Carson City:** Carson City Health and Human Services,  
<http://gethealthycarsoncity.org/environmental-health/food-inspection/>
- ☐ **Clark County:** Southern Nevada Health District,  
<http://www.southernnevadahealthdistrict.org/eh/index.php>
- ☐ **Washoe County:** Washoe County Health District,  
<http://www.washoecounty.us/health/ehs/index.php>
- ☐ **All Other Areas:** Nevada Division of Public and Behavioral Health (Formerly the State Health Division), [http://health.nv.gov/BFHS\\_EHS.htm](http://health.nv.gov/BFHS_EHS.htm)

Health regulations should be reviewed on a regular basis. Additionally, program administration, including the head cook, should review food safety training materials, such as a current ServSafe book, to remain vigilant in keeping food safe for consumption by the vulnerable population served. Ensure all staff and volunteers are properly trained in food safety.

**AGING AND DISABILITY SERVICES DIVISION  
NUTRITION SERVICE SPECIFICATIONS  
FOOD SAFETY CHECKLIST**

| FOOD SAFETY CHECKLIST                   |  | Y | N | Comments |
|---|--|---|---|----------|
| <b>A. Kitchen and Dining Facilities</b> |  |   |   |          |
| 1.                                      | All nutrition sites that prepare meals must have a valid Food Service Establishment Permit.  |   |   |          |
| 2.                                      | The program scored 90 or above or rated an A on the Food Service Establishment Report. The report is on file, has been sent to the Division, and items noted have been corrected.  |   |   |          |
| 3.                                      | Dietary Reference Intake (DRI)-compliant meals/menus, developed by the Division's Registered Dietitian (RD) or the program's own RD, must be served at least twice per week.   |   |   |          |
| 4.                                      | Meals must meet the Division's established meal pattern to be eligible for reimbursement.  |   |   |          |
| 5.                                      | The monthly menu is posted in the dining room of each meal site.   |   |   |          |
| 6.                                      | If the site allows leftovers to be removed from the site: <ul style="list-style-type: none"> <li>- A sign is clearly posted at each congregate meal site instructing participants that the safety of food after it has been served and/or when it has been removed from the meal site is the responsibility of the consumer.</li> <li>- ADSD-approved information on safe food handling practices is readily available for clients to take as needed and clients are informed of the information during registration.</li> </ul> |   |   |          |
| 7.                                      | A sign is clearly posted at each congregate meal site stating that smoking is prohibited.  |   |   |          |
| 8.                                      | Employee hand washing facilities (preferably located in the kitchen) include liquid soap and single use, disposable towels and are limited to hand washing only.   |   |   |          |
| 9.                                      | Five-step hand washing procedure is posted near each employee hand washing sink in appropriate languages.  |   |   |          |
| 10.                                     | A sufficient number of non-porous and hardwood cutting boards are in satisfactory condition.   |   |   |          |
| 11.                                     | Sneeze guards are used where necessary.  |   |   |          |
| 12.                                     | Eating and drinking tableware do not have chips and/or cracks are not stacked inside one another and are stored inverted on clean bar mats or are covered to prevent contamination.  |   |   |          |
| 13.                                     | The kitchen is equipped with a first aid kit that is clean, stocked with unexpired items and properly stored away from food.   |   |   |          |
| 14.                                     | Restrooms are clean, lighted, ventilated and handicapped-accessible. They must have hot and cold potable running water and self-closing entrance/exit doors.   |   |   |          |
| 15.                                     | Restrooms must provide hand wash sinks, pump hand wash soap, single use disposable towels or forced air blowers for hand drying, and covered waste receptacles present in women's restroom for sanitary product disposal.  |   |   |          |
| 16.                                     | All lights have clean, protective safety covers. Ceiling, air vents and fans are clean and free of particles that could contaminate food.  |   |   |          |

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**AGING AND DISABILITY SERVICES DIVISION  
NUTRITION SERVICE SPECIFICATIONS  
FOOD SAFETY CHECKLIST**

| <b>FOOD SAFETY CHECKLIST</b>                       |   | <b>Y</b> | <b>N</b> | <b>Comments</b> |
|--|---|----------|----------|-----------------|
| 17.  | Floors are clean and free from broken tile and defective floorboards. Floors have a non-skid, nonabsorbent surface and have covered floor/wall junctures.   |          |          |                 |
| 18.  | The area has a hood fire suppressant unit and fire extinguishers that have had a satisfactory annual inspection.  |          |          |                 |
| <b>B. Dry Storage</b>                              |   |          |          |                 |
| 1.   | All foods are properly dated and labeled with a "use-by" date (month/year).   |          |          |                 |
| 2.   | Food is stored to ensure first in/first out (FIFO) use.   |          |          |                 |
| 3.   | Foods are not stored beyond the maximum recommended storage time. Recommended maximum storage periods for dry goods are available at <a href="http://adisd.nv.gov/Programs/Grant/Nutrition/Resources">http://adisd.nv.gov/Programs/Grant/Nutrition/Resources</a> .    |          |          |                 |
| 4.   | Bulk food items are not stored in original containers and are properly labeled and dated with a "use-by" date (month/year).   |          |          |                 |
| 5.   | Food storage containers are clean and either National Sanitation Foundation (NSF) approved or food grade with tightly closing covers.   |          |          |                 |
| 6.   | Open food packages are closed tightly after use to avoid contamination and include the date the package was first opened.   |          |          |                 |
| 7.   | Produce not requiring refrigeration is stored in ventilated bins or in crates on elevated platforms.  |          |          |                 |
| 8.   | Heavy items are stored on lower shelves and lighter items on higher shelves.  |          |          |                 |
| 9.   | Storage racks are in good condition (free from rust, broken or bent shelves, and set on solid legs).  |          |          |                 |
| 10.  | Shelves are clean.  |          |          |                 |
| 11.  | Floors in the storeroom are clean and in good condition.  |          |          |                 |
| 12.  | Storeroom is adequately ventilated and maintained at 50° - 70° F. Temperature logs are maintained.  |          |          |                 |
| <b>C. Non-Food Storage</b>                         |   |          |          |                 |
| 1.   | No insecticide, cleaning products or other poisonous substances are stored in any food preparation room or in any area where food products are stored or served.  |          |          |                 |
| 2.   | Toxic items are properly stored, labeled and used. Material Safety Data Sheets are available. Information for some substances can be found on the CAPP website at <a href="http://ndep.nv.gov/bapcc/capp/caprsi.html">http://ndep.nv.gov/bapcc/capp/caprsi.html</a> . |          |          |                 |
| 3.   | Maintenance equipment is properly stored away from food and food prep areas, especially mops and brooms. Mops should be hung up by the loop to dry.   |          |          |                 |
| <b>D. Garbage/Trash Storage and Disposal Areas</b> |   |          |          |                 |
| 1.   | Garbage containers are cleaned and sanitized as needed.   |          |          |                 |

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**AGING AND DISABILITY SERVICES DIVISION  
NUTRITION SERVICE SPECIFICATIONS  
FOOD SAFETY CHECKLIST**

| <b>FOOD SAFETY CHECKLIST</b>           |  | <b>Y</b> | <b>N</b> | <b>Comments</b> |
|--|--|----------|----------|-----------------|
| 2.                                     | The trash area is clean, orderly and free of excessive odor.   |          |          |                 |
| 3.                                     | Floor, platform or ground surface is free of spilled food, grease or liquid.   |          |          |                 |
| <b>E. Personnel</b>                    |  |          |          |                 |
| 1.                                     | All kitchen staff must hold a valid health certificate/card if required by local health ordinances.  |          |          |                 |
| 2.                                     | Director, site manager (as applicable) and head cook have completed ServSafe (or an ASDS-approved equivalent) training.  |          |          |                 |
| 3.                                     | All volunteers and paid nutrition staff have completed a minimum of four hours of food safety training by successfully completing the online ASDS Food Safety Tutorial and Exam or other ASDS-approved training.   |          |          |                 |
| 4.                                     | Appropriate, clean clothing and closed-toe, sturdy shoes are worn in the kitchen.  |          |          |                 |
| 5.                                     | Clean hats or hair restraint nets are used.  |          |          |                 |
| 6.                                     | Smoking is not allowed in the kitchen. No smoking signs are clearly posted.  |          |          |                 |
| 7.                                     | Staff must not eat, chew gum or tobacco, or use toothpicks in the food preparation area.   |          |          |                 |
| 8.                                     | No foodservice employee is allowed to work who is ill with a cold, flu, diarrhea, or other disease that may be transmitted to others directly or through food. Report all incidences of suspected foodborne illness to the local health authority and the Aging and Disability Services Division within one (1) working day. |          |          |                 |
| <b>F. Food Preparation and Service</b> |  |          |          |                 |
| 1.                                     | The food preparation area is clean, dry, odor-free, and free from empty containers, debris and broken and unused equipment. Food and liquid spills are immediately cleaned up.   |          |          |                 |
| 2.                                     | All equipment is clean and in good repair, including coffee/tea machines, microwaves and ice machines. Properly clean internal components, per manufacturer instructions, on a regular basis.  |          |          |                 |
| 3.                                     | Silverware is stored and presented in a manner that prevents contamination and promotes air drying. Utensils are picked up by the handles.   |          |          |                 |
| 4.                                     | Frozen foods are thawed under refrigeration or under cold, running water, or are cooked directly from the frozen state.  |          |          |                 |
| 5.                                     | Potentially hazardous foods are prepared separately from all other food to avoid cross-contamination.  |          |          |                 |
| 6.                                     | Cold foods are held at 40 ° F or lower. Warm foods are held at 140 ° F or higher. Temperature logs are maintained.   |          |          |                 |
| 7.                                     | Produce is thoroughly washed prior to preparation and serving.   |          |          |                 |

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**AGING AND DISABILITY SERVICES DIVISION  
NUTRITION SERVICE SPECIFICATIONS  
FOOD SAFETY CHECKLIST**

| FOOD SAFETY CHECKLIST |   | Y | N | Comments |
|-----------------------|---|---|---|----------|
| 8.                    | The maximum time perishable foods (raw or cooked) can be left in the temperature danger zone (40 °F to 140 °F) is four hours and includes receiving, preparation, holding, transporting and serving time.   |   |   |          |
| 9.                    | Preparation utensils, equipment, and all food contact surfaces are cleaned and sanitized after each different use (especially slicers, choppers, mixers, knives, work boards and cutting boards).   |   |   |          |
| 10.                   | Wiping cloths are clean, held in proper concentration of sanitizer, and use is restricted.  |   |   |          |
| 11.                   | Testing strips are used to test the strength of the sanitizer. (50-99 ppm for chlorine bleach, in temperature specified by the manufacturer – follow manufacturer's guidelines)   |   |   |          |
| 12.                   | Clean and sanitized cloths are used for wiping dining tables and chairs. Tables are cleaned and sanitized immediately following a meal and then again just prior to serving the next meal.  |   |   |          |
| 13.                   | Food handlers (including volunteers) wash their hands often. Hands are washed between tasks, such as setting tables and preparing food, as well as after working with raw foods, serving food, after using the restroom, cleaning or whenever soiled.   |   |   |          |
| 14.                   | If gloves are utilized when handling food, hands are washed prior to their use. Gloves must be used when handling ready-to-eat food.  |   |   |          |
| 15.                   | Gloves are changed between the handling of different food items and after cleaning soiled surfaces.   |   |   |          |
| 16.                   | Food thermometers are available and used correctly to monitor the temperature of all foods. Food must be cooked to the proper temperature, as outlined by the local health authority. Food temperatures are documented throughout the receiving, storing, cooking/reheating, serving and cooling processes. |   |   |          |
| 17.                   | Thermometers are frequently checked for accuracy and recalibrated when necessary.   |   |   |          |
| 18.                   | Foods prepared in advance, foods that are reheated and leftovers are thoroughly heated to a minimum internal temperature of 165 °F.   |   |   |          |
| 19.                   | Steam tables and other hot-holding equipment must maintain food at or above 140 °F. They are not to be used to reheat or cook food.   |   |   |          |
| 20.                   | Foods held in the steam table are covered and stirred periodically.   |   |   |          |
| 21.                   | Leftover food requiring refrigeration is quickly cooled using shallow pans, ice bath, stirring, or special cooling equipment prior to being placed in the refrigerator or freezer.  |   |   |          |
| 22.                   | Leftovers are labeled, dated and refrigerated immediately after cooling (month/day/year/time).  |   |   |          |
| 23.                   | Cover all food items placed under refrigeration, only after the food has reached 40 °F.   |   |   |          |
| 24.                   | All refrigerated leftover foods are either used or discarded within three days.   |   |   |          |
| 25.                   | One test meal from each day is kept frozen for 30 days in case of an outbreak of foodborne illness. Meal is labeled and dated.  |   |   |          |

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| FOOD SAFETY CHECKLIST                 |  | Y | N | Comments |
|---------------------------------------|--|---|---|----------|
| 26.                                   | Steam tables are de-limed regularly and cleaned daily.   |   |   |          |
| 27.                                   | All floor sinks and drains are clean and in good repair.   |   |   |          |
| 28.                                   | Garbage is disposed of promptly in receptacles.  |   |   |          |
| 29.                                   | Food preparation sinks are not used for employee hand washing or the dumping of mop water. Mop and cleaning water is disposed of properly.   |   |   |          |
| 30.                                   | Hood and grease trap are cleaned on a routine basis.   |   |   |          |
| <b>G. Purchasing/Receiving</b>        |  |   |   |          |
| 1.                                    | Cans are checked for expiration dates, dents, swelling and leakage. Suspect cans are marked as unusable and kept separate until they are returned to the supplier or destroyed.  |   |   |          |
| 2.                                    | Foods are inspected for signs of pest infestation. Suspect foods are refused or returned.  |   |   |          |
| 3.                                    | Frozen foods and foods requiring refrigeration are received at the proper temperature and are properly stored within 1/2 hour of receiving delivery.   |   |   |          |
| <b>H. Frozen Meals</b>                |  |   |   |          |
| 1.                                    | Foods used to assemble frozen meals must be prepared immediately prior to the packaging process.   |   |   |          |
| 2.                                    | Foods requiring additional preparation, excluding reheating, must not be used for frozen meals.  |   |   |          |
| 3.                                    | Foods held in the steam table for longer than two hours may not be used for frozen meals.  |   |   |          |
| 4.                                    | Frozen meals are packed and frozen in an appropriate container and stored immediately.   |   |   |          |
| 5.                                    | All frozen meals are labeled with the date of preparation (month/day/year) and the name of the entrée.   |   |   |          |
| <b>I. Mechanical Dishwashing Area</b> |  |   |   |          |
| 1.                                    | Dishes/utensils are pre-scraped prior to washing.  |   |   |          |
| 2.                                    | Personnel wash hands and change gloves, if applicable, between handling soiled tableware and sanitized ware.   |   |   |          |
| 3.                                    | Low temperature dish washing machines automatically dispense chemicals at the correct concentration. A test kit that accurately measures the concentration of the solution is used regularly. (If applicable, water is changed when necessary). OR (see #4 below, as an alternative) |   |   |          |
| 4.                                    | High temperature dish washing machines must meet the criteria for the model of machine being utilized. The final rinse water is between 180°F and 195°F. (If applicable to your dishwasher model, water is changed when necessary).  |   |   |          |

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| FOOD SAFETY CHECKLIST          |   | Y | N | Comments |
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| <b>J. Manual Dishwashing</b>   |   |   |   |          |
| 1.                             | Towel drying of utensils/dishes/equipment is not permitted.   |   |   |          |
| 2.                             | Proper procedure for manual dishwashing is utilized. A three compartment sink comprised of: (1) wash sink with clean detergent solution (minimum 110 °F), (2) rinse sink with clean water (minimum 120 °F), (3) sanitizer sink with clean solution (follow manufacturer's guidelines for preparing the solution). Chemical test strips are used to test sanitizer concentrations. |   |   |          |
| <b>K. Refrigerator Storage</b> |   |   |   |          |
| 1.                             | All refrigerators have accurate thermometers and maintain an interior temperature of 40 °F or lower. Internal thermometers are affixed in a conspicuous location, away from light fixtures. Temperature logs are maintained.  |   |   |          |
| 2.                             | Space is provided to store foods on shelves in a manner that allows for adequate air circulation.   |   |   |          |
| 3.                             | All foods are properly dated and labeled with a "use-by" date (month/day/year) to ensure first in/first out (FIFO) use.   |   |   |          |
| 4.                             | Bulk food items are not stored in original containers, are properly labeled and dated with a "use-by" date (month/day/year). Recommended maximum refrigerated storage of foods are available at <a href="http://adssd.nv.gov/Programs/Grant/Nutrition/Resources">http://adssd.nv.gov/Programs/Grant/Nutrition/Resources</a> .   |   |   |          |
| 5.                             | Clean containers used for storing food are NSF approved or food grade with tightly closing lids.  |   |   |          |
| 6.                             | All refrigerators, including shelves, are clean and free from mold and objectionable odors. Doors seal properly.  |   |   |          |
| 7.                             | Cooked foods stored under refrigeration are placed in shallow pans.   |   |   |          |
| 8.                             | Storage procedures are followed to prevent cross contamination. Uncooked potentially hazardous foods are stored separately from and below cooked foods or foods that will not be cooked.  |   |   |          |
| 9.                             | Spoiled or out of date foods are not present.   |   |   |          |
| 10.                            | Storage racks are in good condition (free from rust, broken or bent shelves, and set on solid legs).  |   |   |          |
| 11.                            | Floors in the units are clean, in good condition and covered with slip-proof material.  |   |   |          |
| <b>L. Freezer Storage</b>      |   |   |   |          |
| 1.                             | All freezer boxes or cabinets have accurate thermometers and maintain an interior temperature of 0 °F or lower. Internal thermometers are affixed in a conspicuous location, away from light fixtures. Temperature logs are maintained.   |   |   |          |
| 2.                             | All foods are properly dated and labeled with a "use-by" date (month/year) to ensure first in/first out (FIFO) use.   |   |   |          |

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|---------------------------------------|---|---|---|----------|
| 3.                                    | Foods are not stored beyond the maximum recommended storage time. Recommended maximum storage periods for frozen foods are available at <a href="http://adsd.nv.gov/Programs/Grant/Nutrition/Resources">http://adsd.nv.gov/Programs/Grant/Nutrition/Resources</a> .                 |   |   |          |
| 4.                                    | Bulk food items are not stored in original containers are properly labeled and dated with a "use-by" date (month/year).   |   |   |          |
| 5.                                    | Clean containers used for storing food are NSF approved or food grade with tightly closing lids.  |   |   |          |
| 6.                                    | Space is provided to store foods on shelves in a manner that allows for adequate air circulation.   |   |   |          |
| 7.                                    | Heavy items are stored on lower shelves and lighter items on higher shelves.  |   |   |          |
| 8.                                    | Storage procedures are followed to prevent cross contamination.   |   |   |          |
| 9.                                    | Storage racks are in good condition (free from rust, broken or bent shelves, and set on solid legs).  |   |   |          |
| 10.                                   | All freezers, including shelves, are clean and free from mold, rust, ice build-up and objectionable odors. Doors seal properly.   |   |   |          |
| 11.                                   | Floors are clean, in good condition and covered with slip-proof material.   |   |   |          |
| <b>M. Home-Delivered Meal Service</b> |   |   |   |          |
| 1.                                    | Foods in the steam table must be stirred during the packing process to ensure that heat is adequately distributed.  |   |   |          |
| 2.                                    | Foods are spooned from the bottom of the pan during the packing process to ensure the food is hot when packed.  |   |   |          |
| 3.                                    | Containers used for packing meals are either single use items or capable of being sanitized.  |   |   |          |
| 4.                                    | Cold food, held at 40° F or lower*, is immediately packed into insulated packing containers, or placed into a refrigerated vehicle, which maintains a proper cold-holding temperature to ensure the safe delivery of food, or frozen, as applicable.                                |   |   |          |
| 5.                                    | Hot food, held at 140° F or higher*, is loaded into preheated, insulated packing containers immediately after it has been packaged, or placed into a hotshot vehicle, which maintains a safe hot-holding temperature to ensure the safe delivery of food, or frozen, as applicable. |   |   |          |
| 6.                                    | The total amount of time required to pack home-delivered meals is kept to a minimum.  |   |   |          |
| 7.                                    | Delivery containers are clean, in proper condition and suitable for delivery.   |   |   |          |
| 8.                                    | Packing containers are closed tightly and properly.   |   |   |          |
| 9.                                    | Delivery of fresh, unfrozen meals must start immediately after the last meal is packed.   |   |   |          |
| 10.                                   | No smoking policy is enforced in each vehicle used for meal delivery. Signs are posted.   |   |   |          |
| 11.                                   | Each vehicle used for transporting food is maintained in a clean condition.   |   |   |          |
| 12.                                   | Packing unit is opened only when necessary to remove individual meal.   |   |   |          |

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| FOOD SAFETY CHECKLIST |   | Y | N | Comments |
|-----------------------|---|---|---|----------|
| 13.                   | Under no circumstances will meals be left in or outside a home when the recipient is not present to receive them.   |   |   |          |
| 14.                   | Written instructions on the proper handling of meals are provided to each client. Instructions should request immediate consumption of fresh, hot or cold meals or placement of frozen meals in the freezer, reheating instructions and amount of time for safe storage in the refrigerator or freezer before the meal should be discarded.   |   |   |          |
| 15.                   | The driver reinforces safe food handling by encouraging the client to eat fresh meals, or store fresh or frozen meals immediately. When it is obvious the recipient cannot immediately consume or properly care for the meal, or when it is evident that the previously delivered meals have not been eaten or stored appropriately, the driver contacts his/her supervisor for appropriate action. |   |   |          |
| 16.                   | The time allowed between the beginning of meal packaging and the delivery of the last meal must not exceed the program's ability to provide food that is safe and appetizing.   |   |   |          |
| 17.                   | Cold food is delivered at 40° F or lower, including the last meal delivered.  |   |   |          |
| 18.                   | Hot food is delivered at or above 140° F, including the last meal delivered.  |   |   |          |
| 19.                   | Meal temperatures are checked daily to determine if they meet safety standards (cold below 40° F and hot-above 140° F). Time and temperature must be recorded at the beginning and the end of each delivery route. Records are maintained for 12 months.  |   |   |          |

\*Hot food transported in insulated packing containers, as opposed to a temperature-controlled, hotshot vehicle, may need to be packed at a higher temperature to ensure the meal remains out of the temperature danger zone and is delivered at the proper temperature. Cold food may need to be packed at a cooler temperature as well.