

VETERANS SERVICE OFFICE

AGREEMENT

THIS Veterans Services Office Agreement (“Agreement”) is entered into by and between the County of Washoe, a political subdivision of the State of Nevada (“County”) and Vietnam Veterans of California, Inc. d.b.a. Nation’s Finest, a non-profit corporation (“Organization”).

WITNESSETH

WHEREAS, the County is responsible pursuant to NRS 428.010, to the extent money may be lawfully appropriated, for providing care, support and relief to the resident poor, indigent, incompetent, and those incapacitated by age, disease or accident, when those persons are not supported or relieved by their relatives or guardians, by their own means, by state hospitals, or by the other state, federal or private institutions or agencies; and

WHEREAS, the County desires to improve the health and overall wellbeing of indigent Veterans, their dependents and/or their beneficiaries by assisting them in applying for and obtaining Federal and State benefits; and

WHEREAS, the County desires to have a qualified agency whose sole focus is on Veterans issues, and who can plan, supervise and administer all aspects of a countywide Veterans Services Program; and

WHEREAS, the Organization has been providing services to veterans for over forty years in the Southwestern United States and currently assists over 6,000 veterans per year; and

WHEREAS, Organization is willing and able to plan, supervise and administer a Veterans Services Program in Washoe County; and

WHEREAS, Organization is committed to overseeing and participating in securing rights and benefits for veterans, dependents and beneficiaries in accordance with Federal, State and County regulations and programs and to perform related work as required to benefit veterans and their families.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

TERM

1. This Agreement shall become effective on the 1st day of October 2020 (“Effective Date”) and continue in full force and effect until September 30, 2021, unless sooner terminated under the terms and conditions pursuant to paragraphs 9 or 14 herein. The County retains the option to renew this Agreement for two (2), one (1) year term extensions at the County’s discretion.

OBLIGATIONS OF ORGANIZATION

2. Services. Organization shall administer all aspects of a Veterans Services Office to assist indigent veterans, their dependents and beneficiaries, in accordance with Federal, State and County regulations to secure rights and benefits as set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by reference.

Organization will hire and train two (2) full-time Veterans Services Officers (VSO) and one (1) half-time program support person.

Organization will provide services to at least 50 clients per month. Each VSO will provide services to approximately 300 clients per year.

Organization will provide the County with the number of denied and approved applications each month.

Organization will perform this contract with five (5) main components:

- Outreach (Washoe County Detention Center and Washoe County Human Services Agency - Adult Services, Senior Services)
 - Organization will provide at least five (5) outreach events per month. Organization will do outreach to all local community veterans organizations and to all County, City and State sponsored human services programs.
- Engagement
 - Organization will identify eligibility for services and will maintain frequent communications with both the veteran (or dependent/beneficiary) and community-based organizations that are receiving referrals.
- Services
 - Services will be provided five (5) days per week, a minimum of eight (8) hours per day, ensuring that outreach, walk-in appointments and scheduled meetings are responsive to clients' needs.
- Follow-up
 - Those served will be given a complete list of their benefits and an individualized plan.
- Exit
 - Those serviced will not be exited from services until they have achieved every goal they set for themselves.

Organization will provide direct services (Enrollment, Follow-up and Exits) to the vulnerable population, to include senior/aging, homeless and indigent veterans as well as their families, through targeted outreach and engagement.

- Targeted outreach to Washoe County Human Services Agency (Adult Services & Senior Services) to address the needs of senior/aging veterans with a focus on applying for VA Compensation and/or Pension benefits, as well as understanding burial, memorial and survivors' benefits.
- Targeted outreach to the Veteran Barracks at the Washoe County Detention Facility (Incarcerated Veterans). This initiative is in support of the Veterans Barracks within the facility designed to reduce the recidivism within the veteran population with a focus on addressing state, federal and local benefits/resources along with housing instability.
- Targeted outreach to the Grant Per Diem and Contracted Veteran Housing Programs with a focus on addressing state, federal and local benefits along with housing instability.
- Targeted outreach to the Men's Emergency Shelter (Veteran Dorm) with a focus on addressing state, federal and local benefits along with housing instability.
- Targeted outreach to women veterans and those who have experienced sexual harassment/sexual assault while serving in the military.

Organization shall safeguard client information as required by HIPAA and any other federal and state laws and regulations governing the confidentiality of information. Applicable HIPAA requirements are set forth in Exhibit C, which is attached hereto and incorporated by reference.

3. Invoices/Reports. The Organization shall provide to the County a written monthly report in the form required by the County. Each report must specifically describe the services provided by the Organization pursuant to this Agreement during the preceding month. Reports and invoices are to be submitted to the County no later than ten (10) days after the end of the month and the necessity and accuracy of the contents must be sworn to, executed under penalty of perjury, by an authorized representative of the Organization who is duly empowered by the Organization's official organizing or establishing documents to enter into contracts on its behalf.

Organization shall be responsible for all oversight and agrees to monitor and provide monthly written reports submitted with the invoice to the County to include elements from the five main components of the program, which will include, at a minimum, the following information:

- Outreach activities by date, to include location and times
- Roster of clients served to include demographics and services provided
- Roster of clients who were referred but not served

4. Records. The Organization shall maintain in its principal office written records of all services provided pursuant to this Agreement. If a recipient's name is the subject of a legally recognized privilege,

this information must be kept in a separate but secure location in the Organization's office. The Organization agrees to allow the County to inspect all such records at any reasonable time without prior notice to the Organization.

5. Notification of Change of Executive Director. The Organization shall notify the County in writing of a change in Executive Director, and of the new Executive Director or Acting Director's name, telephone number and email address.

6. Indemnification/Hold Harmless. County has established specific indemnification and insurance requirements for agreements/contracts with nonprofit agencies to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit B, which is attached hereto and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that these agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit B shall be completed prior to any payment under this Agreement.

7. Discrimination. In connection with the performance of its obligations under this Agreement, the Organization shall not discriminate against any of its employees, agents or any person applying to the Organization for its services because of race, religion, color, sex, age, national origin, or disability, except that the Organization may focus on providing its services to the disabled and aged in accordance with the services described in paragraph two.

OBLIGATIONS OF COUNTY

- The County shall provide financial support to Organization for the outreach, staffing and operating costs of a Veterans Services Office as described in Section 2 of this agreement
- The County shall make referrals to the Organization.
- The County shall provide space in County-owned facilities for Organization to conduct periodic outreach activities as mutually agreed upon in advance.
- The County shall timely review each invoice submitted by the Organization pursuant to this Agreement and shall approve or disapprove payment in full or in part within 30 days after it is received. If an invoice is approved in full, the County shall pay to the Organization the appropriate amount in accordance with the provisions set forth in paragraph 8. If an invoice is approved in part, the County shall pay to the Organization the portion of the maximum amount set forth in paragraph 8, which represents the approved portions of the invoice.

- The County will not unreasonably withhold approval of payment of invoices; however, the County has the right to request the Organization provide more specific information and supporting documentation for the services provided on the invoice. If the invoice submitted by the Organization lacks specificity regarding services provided, or lacks documentary evidence supporting the claimed provision of services by the Organization, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform the Organization in writing of the specific reasons for its withholding or disapproval and the Organization shall have ten (10) days in which to provide the County with the requested supporting documentation.
- The total payments made by the County to the Organization shall not exceed the maximum amount set forth in paragraph 8 of this Agreement.

8. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the County shall pay the Organization an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** per year through this Agreement. Payments shall only be made upon submission of monthly invoices and reports with adequate supporting documentation and the monthly report required in paragraph 3 of this agreement.

TERMINATION

9. Notice. The County or the Organization may terminate this Agreement for any reason, with or without cause. Termination shall be made by a written Notice of Termination and shall become effective thirty days after the non-terminating party receives the Notice of Termination or such other time as the Notice indicates, whichever is later. The Notice shall be deemed received three days after mailing by regular U.S. mail. The Notice must be served by mailing at the following addresses:

COUNTY: Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501
hsa-contracts@washoecounty.us

ORGANIZATION: Nation's Finest
Attn: Chris Johnson
419 E. Plumb Lane
Reno, NV 89502

If either Party exercises the right to terminate this Agreement in accordance with this paragraph, a final invoice of the type described in paragraph 3 must be prepared by the Organization within seven days of receipt of the Notice of Termination setting forth all services provided by the Organization from the date of its last invoice/report and all anticipated services to be performed by the Organization up to the effective date of the termination. After approval of the final invoice in the manner provided in paragraph 3, the County shall pay the Organization any undisputed amounts owed under paragraph 8 of this agreement for services actually provided prior to the effective date of the Notice of Termination.

MISCELLANEOUS PROVISIONS

10. Independent Contractor. It is intended by the parties that the Organization perform its obligations pursuant to this Agreement as an independent contractor and not as an agency or employee of the County. The Organization is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

11. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement, the sole and exclusive remedy of which is the immediate termination of this Agreement.

12. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

13. Merger/Amendment. This Agreement, together with the attached Exhibit A, Exhibit B and Exhibit C, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

14. Funding Out Clause. In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to cancel this Agreement. The County agrees to provide 30 days written notice to the Organization in the event this situation should occur if such notice is possible. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

15. Compliance With Laws. The Organization 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.

16. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. The venue to resolve any dispute or interpretation matter arising out of this Agreement shall be in the Second Judicial District Court in and for the County of Washoe. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that 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.

17. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not a signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.

18. Limited Liability. County will not waive and intends to assert available liability and damages defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

19. Byrd Anti-Lobbying Amendment. The ORGANIZATION agrees to conform to the Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

20. Equal Employment Opportunity. The ORGANIZATION will not discriminate against any employee or applicant for employment or individual receiving the benefit of ORGANIZATION 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). ORGANIZATION 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 ORGANIZATION 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.

21. Vietnam Veterans. The ORGANIZATION agrees to comply with Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, as amended.

22. Clean Air Act and Federal Water Pollution Control Act. The ORGANIZATION agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401, et. seq., as amended, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et. seq., as amended.

23. Debarment, Suspension and Other Responsibility Matters. By executing this Agreement, the ORGANIZATION certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in subsection 2 above;
4. 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; and
5. Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

24. Americans with Disabilities Act. The ORGANIZATION 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.

25. Hatch Act. Neither ORGANIZATION's 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.

26. Drug-Free Workplace Requirements. ORGANIZATION agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. By executing this Agreement, the ORGANIZATION certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ORGANIZATION's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the County within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6). ORGANIZATION is required to

inform COUNTY of any investigations of the agency or individual employees by any authority (e.g., State of Nevada).

27. Certifications Relating to Certain Boycotts of Israel. Pursuant to NRS 332.065 the Organization certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel which includes refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with, or performing any other action that is intended to limit commercial reactions with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
28. Authority. The person executing this Agreement on behalf of the Organization certifies that they have the power and authority to bind the Organization to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, COUNTY and ORGANIZATION have executed this agreement as of the date first written below.

WASHOE COUNTY

By: _____
Purchasing & Contracts Manager

Date: _____

ORGANIZATION

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

Organization shall:

1. Plan, supervise, coordinate and administer the activities and programs of the County's Veterans Services Office.
2. Coordinate veterans' programs with other Federal, State, and County programs, outside agencies, and public and private organizations.
3. Manage and participate in public information and outreach activities to educate and offer services to veterans; represent the program and makes presentations to various community groups.
4. Assist veterans/dependents in applying for available federal benefits from the United States Department of Veterans Affairs Regional Office (VARO), by initiating or reopening claims.
5. Complete initial application, or reopen existing claims, for compensation (service- connected disabilities) or pension (non-service-connected disability).
6. Research medical conditions and obtain necessary medical records and statements from physicians to support the claim(s).
7. Obtain necessary financial information and corroborating information and documents from the veteran's military buddies, family members, or other sources.
8. File application for eligible veterans' vocational rehabilitation and make referrals for application for education under the GI Bill.
9. Contact and assist survivors of a deceased veteran in obtaining death benefits such as burial in a national cemetery, burial allowances, government grave marker, government life insurance proceeds and survivor benefits.
10. Advise and assist veterans on all phases of government life insurance.
11. Assist a veteran, or the eligible survivor of a veteran, in obtaining Veterans Administration home loan benefits.
12. Ensure that all timelines are met so the veteran does not lose any potential benefits.
13. Enter all claims information into an agreed upon software program.
14. Keep in contact with VA Officials and the veteran's Power of Attorney (POA) concerning the status of individual claims.
15. Assist veterans/dependents in appealing denied claims to the local VA Regional Office (VARO), the local Decision Review Officers, or the Board of Veterans Appeals in Washington D.C.
16. Assist veterans in obtaining medical, financial, or other information necessary for the

- appeal.
17. Assist veterans in preparation for personal hearings at the VARO, to include accompanying them to the hearing, if necessary.
 18. Ensure that all timelines are met so the veteran does not lose any potential benefits.
 19. Assist veterans in obtaining necessary inpatient and outpatient care from the VA Medical Centers (VAMCs) and Community Based Outreach Clinics (CBOCs).
 20. Make appropriate referrals necessary for the VAMC's or CBOC's to accept the veteran for care as an inpatient or outpatient.
 21. Work with the VAMCs or CBOCs to schedule necessary appointments for the veteran.
 22. Assist veteran in obtaining transportation to the VAMCs or CBOCs.
 23. Work with VA professionals in obtaining public health services, home health care, or placement in local nursing homes or the Nevada Veterans Homes.
 24. Assist veterans in applying for available state benefits from the Nevada Department of Veterans Services (NDVS), by initiating or reopening claims.
 25. Assist veteran with initial application, or reopen existing claims, for the following state benefits for veterans and their dependents:
 - Subsistence program for disabled veterans or surviving dependents.
 - Dental program for veterans and dependents.
 - Optical program for veterans and dependents.
 - War Orphans Education program for the eligible surviving dependents of certain deceased veterans.
 - Appeal denied claims when appropriate.
 - Ensure that the veterans and dependents in the county are aware of these benefits.
 26. Make appropriate referrals to assist military retirees and their dependents or survivors in obtaining their benefits from the Department of Defense (DOD).
 27. Assist in applying for or troubleshooting military retiree benefits, or other problems that arise.
 28. Advise retirees in medical insurance benefits or TRICARE and help in filing of those claims.
 29. Advise retirees and their dependents with military I.D. Card applications.
 30. Assist veterans in claims and proceedings involving the military services.
 31. Assist veterans in applying for a correction of military records or an upgrade of character of separation from the service.
 32. Investigate history of unit, through Department of Defense, to prove that Veteran was in a combat zone, or a specific battle, to qualify for specific benefits.
 33. Assist veterans in obtaining benefits or services from other agencies.

34. Advise veterans and their dependents on services from Social Security, Small Business Administration, and other agencies.
35. Work with the Washoe County Human Services Agency to maximize ALL potential benefits.
36. Assist veterans in obtaining help from local hospitals, clinics, and nursing homes.
37. Attend workshops, seminars, and conferences and confer with professionals in order to keep up to date on the latest changes in Federal and State laws and regulations.
38. Keep current on legislative and legal actions of federal and state veterans' benefits.
39. Assist members and dependents of the National Guard and Reserve Components in obtaining appropriate benefits and assistance.
40. Provide information to deployed service members and their dependents about assistance programs during deployment and benefits upon return from active duty.
41. Attend and speak at informational meetings for service members and their families.
42. Work with Family Assistance Centers in obtaining help for deployed service member's families.
43. Maintain an outreach booth at various local events, including the county fair, to show visibility in the community and increase public awareness.
44. Serve as the County's liaison to the veterans' service organizations in the County.
45. Appear regularly before local veterans' organizations to brief members on current information on veterans' benefits.
46. Speak to other community organizations at their request.
47. Provide information to local media about veterans' benefits.

Exhibit B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY

VETERAN'S SERVICE OFFICE

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 C
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE CONTRACT PROVISIONS

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Access to Healthcare Network (ORGANIZATION).

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Washoe County Human Services Agency.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity within 24 hours of discovering any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the

business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity or the individual as necessary to satisfy covered entity's obligations under 45 CFR 164.524. Such information shall be provided in a reasonable timeframe not to exceed 10 business days;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity or the individual as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and

the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Exhibit C shall be effective upon full execution of the underlying Agreement and shall terminate upon termination of the Agreement.

(b) Termination for Cause. Business associate authorizes termination of this Exhibit C by covered entity, if covered entity determines business associate has violated a material term of the Agreement or these Business Associate Contract Provisions, and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.