


Child Care Contracted Slot Delegate Agency | Service Agreement

Program Name/Source of Funds: The Children's Cabinet Child Care and Development Fund Subaward from the Department of Health & Human Services, Division of Welfare and Supportive Services Child Care Development Program		Delegate Agency Name: City of Reno, Parks and Recreation Department, Youth Services Division			
Address: 1090 S. Rock Blvd. Reno, NV 89502		Business Address: PO Box 1900 Reno Nevada 89505			
Funding Period: July 1, 2023 to June 30, 2024		Delegate Agency EIN & DUNS: EIN: 88-6000201 UEI Number: _____			
Purpose of Agreement: This service agreement is authorized only to submit for the cost of contracted child care services provided to qualifying children participating in the before and after school program.					
Budget Category	Approved Annual Budget	Daily Reimbursement Rate			
Pass-Through Child Care Subsidy	\$414,375.00	\$30 for children five (5) years through twelve (12) years of age, and thirteen (13) through nineteen (19) with special need.			
Source of Funds: <i>Administration for Children & Families, Child Care and Development Block Grant</i>	% Funds: 100%	CFDA: 93.575	FAIN: 2301NVCCD	Federal Grant #: 2023,G996005	Federal Grant Award Date by Federal Agency: FY22: November 2, 2021 FY23: October 28, 2022
Agency Approved Indirect Rate: N/A			Delegate Agency Approved Indirect Rate: N/A		
Terms and Conditions: In accepting these grant funds, it is understood that: <ol style="list-style-type: none"> 1. This Agreement is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual. 3. Delegate Agency must be used in accordance with Federal statutes, regulations and the terms and the conditions of the federal award. 4. Expenditures must only be used to support child care attendance of eligible children. 5. Enrollment Attendance Verifications (EAVs) must be submitted monthly or at another frequency identified in Compensation section VI.G. 6. Agreement and its execution are subject to all applicable Nevada laws and regulations. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. 7. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be in writing, duly signed by both parties and attached to the original of this Agreement. 					
Incorporated Documents: Section A: Conditions and Assurances Section B: Description of Services and Scope of Work Section C: Budget and Financial Reporting Requirements		Section D: Enrollment Attendance Verification Section E: Audit Information Request Section F: Confidentiality Addendum			
City of Reno Hillary Schieve, Mayor		Signature		Date	
City of Reno, Clerk		Signature		Date	
City of Reno, Attorney		Signature		Date	
The Children's Cabinet, Inc. Marty Elquist, Director		Signature 		Date 7/18/2023	

This Agreement entered into by The Children's Cabinet and City of Reno, Parks and Recreation Department, Youth Services Division hereinafter referred to as the Delegate Agency. For the performance of School Programs (contracted slot) subsidy services in compliance with the Department of Health and Human Services hereinafter referred to as DHHS, Division of Welfare and Supportive Services hereinafter referred to as DWSS, and the Child Care Development Program hereinafter referred to as CCDP.

SECTION A | CONDITIONS AND ASSURANCES

General Conditions

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Delegate Agency shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services, Division of Welfare and Supportive Services (hereinafter referred to as Division), and The Children's Cabinet shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Delegate Agency is an independent entity.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Delegate Agency shall indemnify, defend and hold harmless The Children's Cabinet from and against any and all liabilities, claims, losses, lawsuits, judgements, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Delegate Agency or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. Delegate Agency indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action. The Children's Cabinet shall indemnify, defend and hold harmless the Delegate Agency, its officers, employees and agents from and against any and all liabilities, claims losses, costs or expenses to the person or property of another, lawsuits, judgements, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by The Children's Cabinet or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

The Children's Cabinet or Delegate Agency may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release The Children's Cabinet or Delegate Agency from its obligations under this Agreement.

The Children's Cabinet may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both The Children's Cabinet and Delegate Agency.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination, all finished or unfinished Enrollment Attendance Verifications forms and CCDP child records must be submitted within the 30 day period, and the Delegate Agency shall be entitled to receive reimbursement for care provided prior to the termination date.

- a. If the Delegate Agency materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, The Children's Cabinet shall have the right to terminate this Agreement by giving written notice to the Agency not less than ten (10) days prior to the effective date of the termination. Additionally, The Children's Cabinet may declare the Delegate Agency ineligible for any further participation in The Children's Cabinet's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Delegate Agency is in noncompliance with any applicable rules or regulations, The Children's Cabinet may withhold funding.

This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.

Assurances

A signature on the cover page of this Agreement indicates that the Delegate Agency is capable of and agrees to meet the following requirements, and that all information contained in this service agreement is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization,

including the use of Generally Accepted Accounting Principles (GAAP). Delegate Agency assures The Children's Cabinet that it shall maintain accurate records on participant services, assistance, references, and duties performed under this Agreement and financial transactions as may be required. Agency agrees that the relevant books, records (written, electronic, computer related or otherwise) including but not limited to; relevant accounting procedures and practices of the agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time to inspection, examination, review, audit and copying at any office or location of the agency where such records may be found. With, or without notice by the state or their designee, The Children's Cabinet, the Department of Administration, Budget Division, The Nevada Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal Agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
 - a. The Subrecipient must have on file proof of workers compensation coverage.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) as amended, and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); as amended, and Food and Nutrition Services (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
6. Compliance with Title II and Title III of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, by the ADA Amendment Act of 2008 (42 U.S.C.12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36), Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of service agreement must be completed.
9. Certification that neither the Delegate Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. Delegate Agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by City, State and Federal Code or Statute that effect the provisions of work being carried out under this Agreement.
11. No funding associated with this Agreement will be used for lobbying.
12. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this Agreement.
13. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
14. An organization receiving federal funds from DHHS, or sub recipients of DHHS, shall not use grant funds for any activity related to the following:

- a. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
 - b. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
 - c. Any attempt to influence:
 - i. The introduction or formulation of federal, state, or local legislation; or
 - ii. The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - d. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - e. Any attempt to influence:
 - i. The introduction or formulation of federal, state, or local legislation;
 - ii. The enactment or modification of any pending federal, state, or local legislation; or
 - iii. The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - f. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - g. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
15. An organization receiving federal funds through DHHS, or subrecipient of DHHS, may to the extent and in the manner authorized, use funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- a. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - b. Not specifically directed at:
 - i. Any member or employee of Congress, the Nevada Legislature, or a local governmental entity responsible for enacting local legislation;
 - ii. Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - iii. Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the Delegate Agency agrees to provide The Children’s Cabinet with copies of all contracts, subawards, and or amendments to either such documents, which are funded by funds allotted in this Agreement.

The Delegate Agency must have on file the proof of IRS granting 501(c)3 nonprofit status or other appropriate tax reporting documentation for public or private agencies.

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

SECTION B | SCOPE OF WORK

Delegate Agency shall perform the following work under this Agreement within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slot services.

1. Delegate Agency agrees to participate in the Quality Rating Improvement System program as regulated per the Child Care Policy Manual.
2. Delegate Agency agrees to allow parents the unlimited access to the children and to the providers caring for the children during the provider’s normal hours of operation and whenever the children are in the providers care.
3. Accept participant’s completed and signed Delegate Agency Enrollment Form or Application for Child Care Assistance (2151-WC 05-16), and review for accuracy and completeness. As defined in the State Child Care Policy Manual published by DWSS, determine subsidy eligibility using the criteria listed below:

a. Age	i. Income & Assets
b. Social Security Number*	j. Purpose of Care
c. Citizenship	k. Household Composition
d. Child Immunization	l. Homeless Status
e. Residency	
f. Special Needs	*Requested but not required. Has the right to refuse, in writing preferred.
g. Relationship	
h. Identification	
4. Accept the transfer of families from an At-Risk Certificate to a Contracted Slot based on slot availability and the accuracy and completeness of the Application for Child Care Subsidy form as mentioned above.
5. Meet the following timelines
 - a. Request the verification of documents required as per the State Child Care Policy Manual within 10 days from date of the Application for Child Care Assistance (2151-WC 05-16) or Delegate Agency Enrollment Form. The client must be given at least 10 calendar days to provide the required verification.
 - b. Within 10 days of determining eligibility, provide the client with a copy of the Notice of Interim -Eligibility.
 - c. Within 10 days of determining eligibility, forward the Application/Enrollment Form to The Children’s Cabinet for entry into the Nevada Child Care System (NCCS). Include the Delegate Agency Income Worksheet or Delegate Agency Cover Sheet/NCCS Input Document.
 - i. After receiving the Notice of Action and Notice of Decision maintain in the client file.
 - d. Submit a new Delegate Agency Income Worksheet or Delegate Agency Cover Sheet/NCCS Input Document to The Children’s Cabinet within 10 days of a client reporting changes that affect the original eligibility.
 - e. Notify The Children’s Cabinet of a client’s termination for subsidy assistance in writing (via email or on the Enrollment Attendance Verification form (EAV)).
6. Train staff and implement changes timely as they occur in accordance with updates of the State Child Care Policy as published by DWSS.
7. Maintain a 95% policy adherence rate or higher as determined through audits by The Children’s Cabinet or DWSS.

8. In order to correct noted concerns when policy adherence is determined to be below 95%, the Delegate Agency and The Children's Cabinet will work together to develop corrective action plans that will be implemented and monitored by the Delegate Agency and The Children's Cabinet ECC staff.
9. Provide verbal notification to The Children's Cabinet of any professional or ethical infraction by an employee of the Delegate Agency within one business day of discovery with written summary to follow within two (2) working days.
10. Maintain complete documentation that supports eligibility decisions for each approved eligible child. Eligibility records for children who have received subsidy benefits during the last twelve (12) months must be on site at one location for auditing purposes.
11. Unless otherwise specified, the Delegate Agency must adhere to the following retention schedule for all records relevant to this Agreement as listed below:
 - a. **Eligibility Case Files**- Retain these records for a minimum of five (5) years.
 - b. **Child Attendance Records**- Retain these records of five (5).
 - c. **Billing Records**- Retain these records for a minimum of seven (7) years.

The retention period for all records runs from the date of payment for relevant goods and services by the State, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or complete any administrative and judicial litigation which may ensue.

12. Delegate Agency shall permit The Children's Cabinet and DHHS representatives to monitor program performance during the year. The Children's Cabinet will monitor the agency records at least one (1) time during the year. Agency will further allow access by any authorized State, or Federal official or any duly authorized representative to any documents related to the program during normal business hours.
 - a. Upon request, Delegate Agency shall provide The Children's Cabinet and DHHS representative with agency records as it pertains to families receiving funds through the Child Care and Development Program hereinafter referred to as CCDP for auditing purposes. Audits will be performed by The Children's Cabinet and DHHS representatives on a monthly, quarterly or annual basis, to ensure eligibility of services was determined correctly for families receiving CCDP funds.

SECTION C | BUDGET

1. The Chief of CCDP determines all annual budgets for operation of the Child Care Program including child care pass-through funding. The approved budget will be based on total funding for the Child Care Program for the current fiscal year. The Delegate Agency will be required to adhere to the approved budget on page 1 of this Agreement.
2. Modifications to the approved budget must be requested in writing. This request must justify any planned changes in program goals or budget modifications, including planned slot growth if applicable. The Chief of CCDP prior to an expense being obligated must approve budget modifications in writing.

SECTION D | ENROLLMENT VERIFICATION FORM & REIMBURSEMENT

The Children's Cabinet shall monitor financial records for your approved budget as prescribed in this service agreement and payments will be made to the Delegate Agency for costs incurred against the approved budget through the CCDP. The Delegate Agency agrees to the following procedures for the processing of financial transactions:

1. Delegate Agency is to submit a signed service agreement prior to issue of payment. Sign a new service agreement annually or more often if necessary due to amendment(s).
2. Delegate Agency is to submit for payment approval the Enrollment Attendance Verification (EAV) billings monthly to The Children's Cabinet before or by the 5th business day of each month for timely compensation.
 - a. The EAV must include the service locations name, address telephone number, period covered and the name of the child for which child care payment is requested.
 - b. The EAV must be accurately completed and submitted seeking reimbursement for the entire billing month, when

an enrolled and otherwise eligible child attends at least one (1) day of reimbursable actual attendance in the month for which a bill is submitted.

- c. An authorized person will sign each page of the EAV unless the agency is using electronic means to record attendance.
 - d. Submit registration fee requests on the EAV. Registration fees are reimbursed one (1) payment per calendar year, per child, not to exceed the state maximum limit. Each eligible enrolled child must have at least one (1) day of reimbursable actual attendance for contracted services.
 - e. At the discretion of DWSS or The Children’s Cabinet, the Delegate Agency’s attendance logs may be requested and compared to the EAV submitted by the Delegate Agency. The Delegate Agency is required to cooperate with the review process.
3. Reimbursements will be paid as follows:
 - a. \$30 per day for children five (5) years through twelve (12) years of age (or end of the eligibility Period if child turns age 13 while in the middle of an eligible period);
 - b. \$30 per day for children with special needs thirteen (13) years through nineteen (19) years of age (or end of the eligibility period if child turns age 20 while in the middle of an eligibility period).
 4. EAV’s not submitted within 60 days from the end of the service month will be considered as stale dated and rejected for payment.
 5. Requests for adjustments must be submitted within 60 days after receipt of payment for services provided.
 6. Upon approval from The Children’s Cabinet, the fiscal department shall make payment directly to the Delegate Agency within 30 business days of receipt of attendance billing.
 7. Delegate Agency agrees to bill for reimbursement on a monthly basis, not to exceed the total contract amount, unless the Chief of CCDP approves an exception. Monthly maximum amount is determined by the total contract amount divided by the number of months the Delegate Agency selects to receive the funds. The Delegate Agency must declare, prior to the fiscal year, by checking the box below which method of reimbursement is being used (if nothing is checked, 12 months will be used):

☐ 12 Month Reimbursement
☐ 10 Month Reimbursement
☐ 6 Month Reimbursement
☐ Other _____ Month Reimbursement

Should the Agency request reimbursement of the contract amount in less than twelve (12) months, please explain Delegate Agency schedule or reason for not requiring reimbursement for a full 12-months (i.e., partial year program):

SECTION E | Audit Information Request

Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

1. Did your organization expend \$750,000 or more in all federal awards during your organization’s most recent fiscal year?
 - a. ☐ YES ☐ NO
2. When does your organization’s fiscal year end? _____
3. What is the official name of your organization? _____
4. How often is your organization audited? _____
5. When was your last audit performed? _____
6. What time-period did your last audit cover? _____
7. Which accounting firm conducted your last audit? _____

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

SECTION F | Confidentiality Addendum

This Confidentiality Addendum (the Addendum) is hereby entered into between The Children's Cabinet and Delegate Agency.

WHEREAS, Delegate Agency may have access, view or be provided information, in conjunction with goods or services provided by Delegate Agency to The Children's Cabinet that is confidential and must be treated and protected as such.

NOW, THEREFORE, The Children's Cabinet and Delegate Agency agree as follows:

1. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- a. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
- b. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- c. **Delegate Agency** shall mean the name of the organization providing care for children enrolled in the child care subsidy program.
- d. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

2. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by The Children's Cabinet or created by Delegate Agency from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause 4.

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

Delegate Agency hereby agrees it shall not use or disclose the confidential information provided, viewed, or made available by The Children's Cabinet for any purpose other than as permitted by Agreement or required by law.

4. PERMITTED USES AND DISCLOSURES OF INFORMATION BY DELEGATE AGENCY

Delegate Agency shall be permitted to use and/or disclose information accessed, viewed, or provided from The Children's Cabinet for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

5. USE OR DISCLOSURE OF INFORMATION

Delegate Agency may use information as stipulated in the primary agreement if necessary, for the proper management and administration of Delegate Agency; to carry out legal responsibilities of Delegate Agency; and to provide data aggregation services relating to the health care operations of The Children's Cabinet. Delegate Agency may disclose information if:

- a. The disclosure is required by law; or
- b. The disclosure is allowed by the agreement to which this Addendum is made a part; or
- c. The Delegate Agency has obtained written approval from The Children's Cabinet.

6. OBLIGATIONS OF DELEGATE AGENCY

- a. **Agents and Subcontractors.** Delegate Agency shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Delegate Agency and are contained in Agreement.
- b. **Appropriate Safeguards.** Delegate Agency will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- c. **Reporting Improper Use or Disclosure.** Delegate Agency will immediately report in writing to The Children's Cabinet any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- d. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Delegate Agency will return or destroy all confidential information created or received by Delegate Agency on behalf of The Children's Cabinet. If returning or destroying confidential information at termination of Agreement is not feasible, Delegate Agency will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Delegate Agency maintains will not be used or disclosed.

IN WITNESS WHEREOF, Delegate Agency and The Children's Cabinet have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

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