



WASHOE COUNTY

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CM/ACM KS
Finance VG
DALA
Risk Mgt. DE
HR n/a
Grant Mgt. GE

STAFF REPORT BOARD MEETING DATE: January 19, 2016

DATE: January 13, 2016
TO: Board of County Commissioners
FROM: Amber Howell, Director, Department of Social Services
ahowell@washoecounty.us 775.785,8600
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: Recommendation to accept an amendment for \$1,068,087 in carry forward grant funding from the Federal Administration for Children and Families (\$133,496 County match) representing unobligated funds from prior year awards for the prevention of long-term foster care effective retroactive to September 30, 2015 through September 29, 2016; if approved, authorize an agreement with Action for Child Protection, Inc. in the amount of \$210,000 and an amendment to the Professional Services Agreement with The Children's Cabinet for an additional \$50,000 and direct the Comptroller's Office to make the appropriate budget adjustments.
(All Commission Districts)

SUMMARY

The Department of Social Services has been provided an amendment for \$1,068,087 in carry forward grant funding from the Federal Administration for Children and Families designated to prevent long-term foster care in our community. A portion of the funding will support agreements with Action for Child Protection, Inc. and The Children's Cabinet.

This approval is retroactive as the Department received the Notice of Award in mid-January.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On October 13, 2015, the Board approved a no-cost extension to the budget period to September 29, 2016 for a grant from the Federal Administration for Children and Families for the Permanency Innovations Initiative (PII) Program to prevent long-term foster care and approve a professional services agreement with The Children's Cabinet, Inc. in the amount of \$475,000.00 to provide case management services retroactive to September 30, 2015 through June 30, 2016.

AGENDA ITEM # 14

The Board has accepted funding annually since the inception of the grant project period in 2010.

BACKGROUND

Washoe County Department of Social Services was granted a one year extension, or sixth year, of a five year federally-funded research project called the Permanency Innovations Innovative (PII). The overall goal of the project is to reduce the number of children in long-term foster care. The Department has been gathering outcome data through a rigorous randomized control study approach since August 2012. A key component of the study has included the analysis of an intensive supervisory approach to include weekly coaching and consultation with program staff. As the Department moves into the final stages of the project it is also planning for long-term sustainability and enhancing internal capacity to maintain the intensive training and quality assurance mechanisms already installed. Carry forward funding from prior years' unobligated funds were recently authorized to successfully complete these final stages.

The Department administers the grant and has routinely had a contract with Action for Child Protection, Inc. and the Children's Cabinet to meet the objections of the program.

GRANT AWARD SUMMARY

Project/Program Name: *Initiative to Reduce Long Term Foster Care*

Scope of the Project: *The Federal Permanency Innovations Initiative (PII) is a demonstration project designed to improve permanency outcomes among children in foster care who have the most serious barriers to permanency.*

Benefit to Washoe County Residents: *Prevent children from entering long-term foster care; improve permanency for children in foster care; and decrease the amount of time it takes for foster care youth to achieve permanency.*

On-Going Program Support: *The program is being instituted as standard practice of the Department*

Award Amount: *\$1,068,087.00*

Grant Period: *September 30, 2015 – September 29, 2016*

Funding Source: *Administration for Children and Families*

Pass through From: *n/a*

CFDA Number: *93.348*

Grant ID Number: *90CT0157-05-03*

Match Amount and Type: \$133,496.00 cash match

Sub-Awards and Contracts: *Agreement with Action for Child Protection for coaching, training and consultation for \$210,000. An amendment to the existing Professional Services Agreement with The Children's Cabinet for an additional \$50,000 to provide safety services to families.*

FISCAL IMPACT

Should the board authorize acceptance of these grant funds, the Department's FY16 adopted budget will be increased in both revenues and expenditures in the following accounts:

IO# 11191	431100 – Federal Grant Revenue	\$ 964,602.00
IO# 11191	431105 – Federal Grants – indirect	\$ 103,485.00
IO# 11191	701412 – Salary Adjustment	\$ 392,434.00
IO# 11191	710100 – Professional Services	\$ 515,816.00
IO# 11191	710350 – Office Supplies	\$ 1,500.00
IO# 11191	710502 – Printing	\$ 1,500.00
IO# 11191	710509 – Seminars and meetings	\$ 2,700.00
IO# 11191	710519 – Cellular Phone	\$ 137.00
IO# 11191	710712 – Family Preservation	\$ 50,000.00
IO# 11191	710729 – Mental Health Assessments	\$ 100,000.00
IO# 11191	711210 – Travel	\$ 4,000.00

RECOMMENDATION

Recommendation to accept an amendment for \$1,068,087 in carry forward grant funding from the Federal Administration for Children and Families (\$133,496 County match) representing unobligated funds from prior year awards for the prevention of long-term foster care effective retroactive to September 30, 2015 through September 29, 2016; if approved, authorize an agreement with Action for Child Protection, Inc. in the amount of \$210,000 and an amendment to the Professional Services Agreement with The Children's Cabinet for an additional \$50,000 and direct the Comptroller's Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "move to accept an amendment for \$1,068,087 in carry forward grant funding from the Federal Administration for Children and Families (\$133,496 County match) representing unobligated funds from prior year awards for the prevention of long-term foster care effective retroactive to September 30, 2015 through September 29, 2016; if approved, authorize an agreement with Action for Child Protection, Inc. in the amount of \$210,000 and an amendment to the Professional Services Agreement with The Children's Cabinet for an additional \$50,000 and direct the Comptroller's Office to make the appropriate budget adjustments".

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDDING OFFICE: ACYF - Children's Bureau		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90CT0157-05-03	4. AMEND. NO. 3
5. TYPE OF AWARD: Demonstration		6. TYPE OF ACTION: Carryover Request		7. AWARD AUTHORITY: 42 USC 626(A)(1)(C)
8. BUDGET PERIOD: 09/30/2014 THRU 09/29/2016		9. PROJECT PERIOD: 09/30/2010 THRU 09/29/2016		10. CAT NO.: 93.648
11. RECIPIENT ORGANIZATION: Washoe County Health District PO BOX 11130 Reno, NV 89520-0027 Grantee Authorizing Official: Ken Retterath , Director Department of Social Services (Interim)			12. PROJECT / PROGRAM TITLE: Initiative to Reduce Long Term Foster Care	
13. COUNTY: Washoe	14. CONGR. DIST: 02	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Jim Durand Project Director		

16. APPROVED BUDGET:		17. AWARD COMPUTATION:		
Personnel.....	\$ 839,472.00	A. NON-FEDERAL SHARE.....	\$ 466,791.00	11.11%
Fringe Benefits.....	\$ 344,251.00	B. FEDERAL SHARE.....	\$ 3,734,754.00	88.89%
Travel.....	\$ 9,485.00	18. FEDERAL SHARE COMPUTATION:		
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 3,734,754.00	
Supplies.....	\$ 9,778.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 1,068,087.00	
Contractual.....	\$ 1,987,368.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...	\$ 2,666,667.00	
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:		
Other.....	\$ 302,780.00			\$ 0.00
Direct Costs.....	\$ 3,493,134.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		
Indirect Costs.....	\$ 241,620.00			\$ 12,574,247.00
At % of \$		21. AUTHORIZED TREATMENT OF PROGRAM INCOME:		
In Kind Contributions.....	\$ 0.00	Additional Costs		
Total Approved Budget.....	\$ 3,734,754.00	22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
		886000138	1886000138A3	41.45

25. FINANCIAL INFORMATION:					DUNS 073786998	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
	90CT015705	75-12-1536	2-G998011	\$687,631.00		
	90CT015703	75-12-1536	2-G998011	(\$554,164.00)		
	90CT015703	75-12-1536	2-G998016	(\$133,467.00)		

26. REMARKS: (Continued on separate sheets)

This amendment approves grantee's request dated September 13, 2015 to apply the unobligated balance from the 03 year to the 05 year and to apply the unobligated balance from 04 year to the 05 year. In the event that the actual unobligated balance is less than the estimated amount, no additional Federal funds will be made available to off-set the deficit.

27. SIGNATURE - ACF GRANTS OFFICER Ms. Bridget Shea Westfall	DATE: 01/12/2016	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Mr. Rafael Lopez -	DATE: 01/12/2016	

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
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11. RECIPIENT ORGANIZATION: Washoe County Health District				

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED%
	90CT015705	75-13-1536	3-G998011	\$380,456.00		
	90CT015704	75-13-1536	3-G998011	(\$380,456.00)		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
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STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and purpose of this award.

This includes requirements in Parts I and II (available at www.hhs.gov/grants/grants/grants-policies-regulations/index.html) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS.

This award is subject to requirements or limitations in any applicable Appropriations Act.

This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements.

For the full text of the award term, go to <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>

This award is subject to requirement as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>

This award is subject to the requirements as set forth in 45 CFR Part 87.

This grant is subject to the requirements as set forth in 45 CFR Part 75.

Attached are terms and conditions, reporting requirements, and payment instructions.

Initial expenditure of funds by the grantee constitutes acceptance of this award. Future support is anticipated.

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, "County", and Action for Child Protection, Inc., "Contractor".

WITNESSETH

WHEREAS, the County is responsible pursuant to State and federal laws for the safety, health and welfare of abused or neglected children located within Washoe County; including providing counseling, evaluation and educational services; and

WHEREAS, the County has reviewed the services which can be provided by the Contractor and found those services to be beneficial to fulfilling the needs of children and families in, or being served by, the child welfare system in Washoe County; and

WHEREAS, the County and Contractor desire to enter into a formal Agreement setting forth their responsibilities and liabilities in regard to provision of such services.

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

1. Term. This Agreement shall be for a one year period commencing on September 30, 2015, and continuing through September 29, 2016, or until this Agreement is terminated pursuant to paragraph 8 or 13 hereof, whichever date shall first occur.
2. Obligations of Contractor. The Contractor agrees to engage in activities supporting the County responsibilities as identified in the Cooperative Agreement HHS-2010-ACF-ACFY-CT-0222 between the County and the Administration of Children, Youth and Families (ACYF), Children's Bureau (CB) which is not incorporated into this Agreement by reference. The Cooperative Agreement may be used as a reference and a guide to activities and responsibilities of the parties.

Contractor agrees that the scope of work will include but not be limited to:

- Provide technical assistance to the County in their initiative to prevent long-term foster care;

- Collaborate with the County to implement an integrated safety management - family strengthening intervention to reduce long-term foster care in Washoe County;
- Each party shall designate a staff member to act as a primary contact person for any issues surrounding this Agreement.

Core tasks to be completed by Contractor for the period covered by this agreement are as follows:

- Participate in the Project Management Team including monthly on-site meetings, to be arranged between the parties;
- Deliver monthly on-site technical assistance and consultation;
- Participate in fidelity assessment and conduct reviews associated with SAFE model core components.
- Participate in evaluation activities required by the CB evaluator;
- Develop and conduct trainings and Coaching programs related to the SAFE model, Consultative Supervision, or the SAFE intervention approach.
- Provide Foundational PCFA, PCPA and CASE Plan training for SAFE workers and supervisor;
- As requested, assist with any required and requested Agency policy revision or development;
- Facilitate and assist in establishing internal capacity to provide consultation, coaching, and mentoring;
- Assist in identifying modifications for SAFE in UNITY;
- Participate in the development, planning, and installation of a revised agency wide intervention approach related to "scaling up" post PII data collection;
- Contribute to the submission of a finalized intervention manual;
- Provide finalized copies of all primary training curricula and Coaching Plans utilized in support of installing SAFE-FC per the Y5 CB Benchmarks;
- Participate in the completion of any cost study evaluation as required by Year 5 CB Benchmarks.

3. OBLIGATIONS OF COUNTY. The County shall timely review each monthly invoice submitted by the Contractor and shall use reasonable efforts to approve or disapprove payment in full or in part within 15 days after it is received. If an invoice is approved in full, the County shall pay to the Contractor an amount in accordance with the provisions set forth. The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Contractor to provide any additional information about the services provided. If the invoice submitted by Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Contractor, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Contractor in writing of the specific reason for disapproval and

Action shall have 10 days in which to provide the County with the requested information. The total payments made by the County to the Contractor shall not exceed the maximum amount set forth in Paragraph 7 of this Agreement.

4. Invoices. The Contractor shall provide a written invoice to the County during the term of this Agreement in the form required by the County. Documentation to support the expenses will be provided. The invoice must be submitted no later than 15 days after the end of the preceding month and must be executed under penalty of perjury by an official of the Contractor who is empowered by the Contractor to enter into contracts on its behalf.
5. Notification of Change of Chief Executive Officer. The Contractor shall notify the County in writing of a change in Chief Executive Officer, and of the new Chief Executive Officer's or Acting CEO's name and telephone number.
6. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Contractors are aware of and accept the responsibility for losses or liabilities related to their activities. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.
7. Payment. During the term of this Agreement and subject to performance of all terms and conditions of this Agreement, the County shall pay the Contractor for services rendered, in the amount not to exceed \$210,000. Contractor represents that its professional fee is \$1,800 per day. Any payment to Contractor shall be made only after the County has approved the monthly invoice in accordance with Section 4. The Contractor understands and agrees that failure to comply with any term or condition of this Agreement is a valid reason for the County to refuse to make any payment for authorized and covered services rendered.
8. Cancellation. The County or the Organization may cancel this Agreement for any reason, with or without cause. Cancellation shall be made by a written Notice of Cancellation, and shall become effective thirty days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice shall be deemed received three

days after mailing by regular mail. The Notice must be served at the following addresses:

COUNTY:

Washoe County Social Services
ATTN: Jim Durand
P.O. Box 11130
Reno, NV 89520-0027
775.785.8600 | Fax 775.785.5640

CONTRACTOR:

Action for Child Protection
ATTN: Theresa Costello
2101 Sardis Road North, Suite 204
Charlotte, NC 28227
704.845.2121 | Fax 704.845.8577

If a cancellation is made pursuant to this Agreement, a final invoice of the type described in paragraph 4 must be immediately prepared by the Contractor within seven (7) days after the effective date of the cancellation setting forth supportive housing or services provided by the Contractor from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice in the manner provided in paragraph 8, the County shall pay the Contractor any amounts owed under paragraph 7 for services actually provided prior to the effective date of cancellation.

MISCELLANEOUS PROVISIONS

9. Independent Contractor. It is intended by the parties that Contractor perform its obligations as an independent contractor and not as an agency or employee of the County. Contractor 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.
10. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable without prior written notice and approval by County. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.
11. Waiver. A waiver or any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
12. Merger/Amendment. This Agreement, together with the attached Exhibit A, if applicable, 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.

13. 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.
14. Authority. The person executing this Agreement on behalf of Contractor certifies that he/she has the power and authority to bind Contractor to the terms and conditions of this Agreement.
15. Compliance With Laws. The Contractor 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. 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 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 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. Contractor's Certification. Contractor, its principals and agents, to the best of its

knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) 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;
- c) 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 (ii) above;
- d) 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
- e) Understand that a false statement on this certification may be grounds for rejection or 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.

* * * CONTINUED ON THE NEXT PAGE * * *

COUNTY OF WASHOE, by and through its

Board of County Commissioners

By _____

Chairman, Washoe County Commission

Date _____

Action for Child Protection

By _____

Theresa Costello, Executive Director

Date _____

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2016, before me, the undersigned, a Notary Public in and for the County _____, State of _____, duly commissioned and sworn, personally appeared _____, known to me to be the Executive Director for Action for Child Protection, who executed the within Agreement and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

NOTARY

Exhibit A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR SERVICE CONTRACTS

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 WASHOE COUNTY RISK MANAGEMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-CONTRACTOR in the performance of their CONTRACTOR services under the Agreement.

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers-from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-CONTRACTOR, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONTRACTOR'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents,

representatives, employees or Sub-CONTRACTORS. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-CONTRACTOR by COUNTY. CONTRACTOR 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 NRS 617.210.

If CONTRACTOR or Sub-CONTRACTOR is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and 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 this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the CONTRACTOR Liability Policy.

Should COUNTY and CONTRACTOR agree that higher CONTRACTOR Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONTRACTOR'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk

Management Division prior to the start of work under this Agreement. 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. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'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.
- e. CONTRACTOR'S insurance coverage 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 CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'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

CONTRACTOR 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. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-CONTRACTOR. Sub-CONTRACTOR shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-CONTRACTOR, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-CONTRACTORS under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR under this Agreement if CONTRACTOR is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Contract;
 - c. Terminate the Agreement.

**AMENDMENT #1 TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT #1 TO THE AGREEMENT between the County of Washoe, a political subdivision of the State of Nevada (County) and The Children's Cabinet, Inc., a Nevada domestic non-profit corporation (Organization) is made effective February 1, 2015 to increase the total maximum amount of the agreement to \$525,000 to provide for reimbursement of preapproved client safety services expenditures.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT EXECUTED ON OCTOBER 28, 2015, ATTACHED HERETO AND INCORPORATED WITHIN AS EXHIBIT A, TO REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

COUNTY OF WASHOE

By: _____
Kitty K. Jung, Chair
Washoe County Commission

Date: _____

The Children's Cabinet, Inc.

By: _____
Mike Pomi, Executive Director

Date: _____

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into by and between Washoe County, a political subdivision of the State of Nevada ("COUNTY") and THE CHILDREN'S CABINET, INC., a Nevada Domestic non-profit Corporation ("ORGANIZATION").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services, is responsible pursuant to State and Federal laws for the safety, health and welfare of abused or neglect children found within Washoe County and it provides services to such children and their families; and

WHEREAS, it is the mission of the ORGANIZATION to provide services and resources to keep children safe and families together; and

WHEREAS, COUNTY has reviewed the services which can be provided by the ORGANIZATION and has found that obtaining those services will be beneficial to fulfilling the needs of the children and families in Washoe County; and

WHEREAS, COUNTY and ORGANIZATION desire to enter into a formal agreement setting forth their respective responsibilities, duties and liabilities regarding the provision of such services.

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 be for nine (9) months commencing September 30, 2015 and continuing through June 30, 2016, or until this Agreement is terminated or cancelled pursuant to paragraphs 10 or 15, whichever date shall first occur.

OBLIGATIONS OF ORGANIZATION

2. Purpose and Services. ORGANIZATION will provide the following services related to the COUNTY'S Initiative to Reduce Long Term Foster Care, also known as the Permanency Innovations Initiative (PII) Program:

- CASE MANAGEMENT SERVICES.
 - a. ORGANIZATION's staff will team with COUNTY Social Workers who are responsible for developing a case plan specific to each family.
 - b. ORGANIZATION's staff will attend routine case conferences with COUNTY staff to get direction specific to safety management and collaborative case management activities.
 - c. ORGANIZATION's staff will provide advocacy services for families, linking parent(s) with local public service agencies and other nonprofit organizations to apply for and obtain services to ensure the family's immediate needs are met to ensure child safety as directed by COUNTY.
 - d. ORGANIZATION's staff will collaborate with COUNTY in the provision and monitoring of the family's safety plan and Conditions for Return.
 - e. ORGANIZATION staff will participate in case reviews as requested.
- DATA TRACKING. The ORGANIZATION shall maintain information on clients and case-related activities. Documentation of case management activities will, at a minimum, be maintained in UNITY. Any other client record keeping system shall be made available to the COUNTY for review upon request.
 - The ORGANIZATION will document case management related activities in UNITY within five (5) business days of that activity. Any open/active case will have, at a minimum, one UNITY case note entry per calendar month.
 - The ORGANIZATION will assign staff providing case management services to families in UNITY ("Assignment Role") within one business day of service delivery starting. Staff will be "end dated" within one business day of their assignment ending.

3. Invoices/Reports. The ORGANIZATION shall provide to the COUNTY a written report in the form required by the COUNTY. Each report must identify direct costs associated

with the provision of services and describe the services provided by the ORGANIZATION pursuant to this Agreement during the preceding month. These reports shall be submitted monthly, along with the billing, and shall include UNIT data, fiscal reports, service delivery tracking, and staff allocation information.

Invoices are to be submitted monthly. Reports and invoices must be submitted to the COUNTY no later than 10 days after the end of each month, as applicable, and must be executed under penalty of perjury by an official of the ORGANIZATION who is empowered by the ORGANIZATION to enter into contracts on its behalf.

Failure to timely submit any report or invoice in accordance with this paragraph is a material breach of this Agreement and is grounds for nonpayment of an invoice, in whole or in part, or cancellation of this entire Agreement as outlined in paragraph 10.

4. Records and Inspection. The ORGANIZATION shall maintain in its principal office written records of all services provided pursuant to this Agreement. The records must specify the type and duration of the services provided, date and name of the individual(s) providing the service, and the case record number and the name of the individual(s) receiving the service. If a recipient's identity or other information is confidential by any federal, state or local law, or subject to a privilege, this information must be kept in separate but secure location in ORGANIZATION'S office. COUNTY may inspect all such records with a 48-hour prior notice to ORGANIZATION. Breach of Confidentiality by ORGANIZATION is grounds for termination of the entire agreement.

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's name and telephone number. This includes an Acting Director, if any.

6. Indemnification/Hold Harmless. COUNTY has established specific indemnification and insurance requirements for Agreements to help assure that reasonable insurance coverage is maintained. All conditions and requirements for insurance and indemnification are set forth in Exhibit B, which is attached hereto and incorporated into this Agreement by this reference. Indemnification and hold harmless clauses are intended to ensure that 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, ORGANIZATION shall not discriminate against any of its employees, agents or any person applying to ORGANIZATION for its services because of race, religion, color, sex, age or national origin, or disability except that ORGANIZATION may limit or restrict the provision of its services to persons in accordance with the services described on paragraph two.

OBLIGATIONS OF COUNTY

8. Review of Reports: Approval. The COUNTY shall timely review each report/invoice submitted by the ORGANIZATION pursuant to paragraph 3 and shall approve or disapprove payment in full or in part within five (5) business days after it is received. If a report/invoice is approved in full, the COUNTY shall pay to the ORGANIZATION an amount in accordance with the provisions set forth in paragraph 9. If a report/invoice is approved in part, the COUNTY shall pay to the ORGANIZATION the portion of the maximum amount set forth in paragraph 9, which represents the approved portions of the report/invoice, and the COUNTY shall have no obligation to pay the remainder unless it subsequently approved the disapproved portions of the report. The total payments made by the COUNTY to the ORGANIZATION shall not exceed the maximum amount set forth in paragraph 9 of this Agreement.

COUNTY shall not unreasonably withhold approval of payment; however, COUNTY has the right to request ORGANIZATION provide more specific information about the services provided. If the report/invoice submitted by ORGANIZATION lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by ORGANIZATION, or if ORGANIZATION has failed to submit a written report as specified in paragraph three or if ORGANIZATION has failed to include the information required as stated in paragraph three, COUNTY shall have the authority to withhold approval of payment of all or part of that invoice. COUNTY will inform ORGANIZATION in writing of the specific reason for disapproval and ORGANIZATION shall have 10 days from the date of the written notice is issued to provide COUNTY with the requested information.

9. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the COUNTY shall pay the ORGANIZATION for actual personnel and associated operating expenses not to exceed FOUR HUNDRED SEVENTY FIVE THOUSAND

DOLLARS (\$475,000.00). The COUNTY may make payment of any portion of that amount only after the County has approved an invoice/report in accordance with paragraph 8. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the County to refuse to make any payment.

CANCELLATION

10. The COUNTY or the ORGANIZATION may cancel this Agreement with or without cause. Cancellation shall be made by a written Notice of Cancellation, and shall become effective thirty days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice shall be deemed received three days after mailing by regular mail. The Notice must be served by mailing at the following addresses:

COUNTY: Washoe County Social Services Department
P.O. Box 11130
Reno, NV 89520-0027

ORGANIZATION: THE CHILDREN'S CABINET, INC.
1090 SO. ROCK BLVD.
Reno, NV 8952

If a cancellation is made pursuant to this Agreement, a final invoice/report of the type described in paragraph 3 must be immediately prepared by the ORGANIZATION within seven days after the effective date of the cancellation setting forth all goods or services provided by the ORGANIZATION from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice/report in the manner provided in paragraph 8, the COUNTY shall pay the ORGANIZATION any amounts owed under paragraph 9 for services actually provided prior to the effective date of cancellation.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ORGANIZATION and COUNTY.

MISCELLANEOUS PROVISIONS

11. Independent Contractor. It is intended by the parties hereto that the ORGANIZATION perform its obligations hereunder as an independent contractor and not as any 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.

12. Assignment/Delegation. The right and obligations of each party to this Agreement are not assignable. As assignment or delegation or any right or obligation hereunder is a material breach of this Agreement.

13. 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.

14. Merger/Amendment. This Agreement, together with the attached Exhibit A & B, 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.

15. 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. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

16. Authority. The person executing this Agreement on behalf of the ORGANIZATION certifies that he/she has the power and authority to bind the ORGANIZATION to the terms and conditions of this Agreement.

17. 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.

18. Governing Law and Venue. The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws

of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

19. 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 signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

20. Limited Liability. COUNTY will not waive and intends to assert available 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.

21. Background Investigations and Certification. ORGANIZATION, agrees by signing this Agreement to the following:

- a) Submit to a background investigation on each employee, intern, volunteer or subcontractor providing direct services to any client of COUNTY, which may include, but is not limited to, fingerprinting, a criminal history check and a check for information relating to sexual offenses as defined in NRS 179A.073 pursuant to the provisions of NRS 179A.180 to NRS 179A.230. PROVIDER agrees to assume the cost for each employee, intern, volunteer or subcontractors' fingerprinting and criminal history check;
- b) Inform COUNTY of any addition or termination of a direct service employee, intern, volunteer or subcontractor within five (5) working days of employment or termination. PROVIDER agrees to provide proof of initiating the background investigation to COUNTY prior to initiating any services under this Agreement. PROVIDER agrees to cooperate with the signing of any necessary release of information or the provision of any other information necessary to conduct the background investigation.

ORGANIZATION, its principals and agents, to the best of their knowledge and belief, hereby certifies that no employee, intern, volunteer or subcontractor:

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

- b) 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;
- c) 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 (b) above;
- d) 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
- e) Understands that a false statement on this certification may be grounds for rejection or 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.

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

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

WASHOE COUNTY:

By: Masha Beckley
Chair, Washoe County Commission

Date: 10-13-15

ORGANIZATION:

By: Michael J Pomi, Executive Director Date: 10-28-2015
NAME TITLE

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 28, 2015, by

Michael J. Pomi, as Executive Director
Name [Type of Authority, e.g. Officer, Trustee, etc.]

of the The Children's Cabinet.
[Name of Party of Behalf of Whom Instrument was executed]

Jessica Stack
(SIGNATURE OF NOTARIAL OFFICER)



(Notarial Seal, if any)

Exhibit B

NONPROFIT AGENCIES

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 RISK MANAGER DIRECTLY AT (775) 328-2071.

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: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: - N/A.

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 insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.