



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM \_\_\_\_\_  
Comptroller \_VG\_  
DA \_\_\_\_\_  
Risk Mgt. \_DE\_  
HR \_n/a\_  
Grant Mgt. \_GE\_

## STAFF REPORT

BOARD MEETING DATE: September 13, 2016

**DATE:** August 24, 2016  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director of Social Services  
[ahowell@washoecounty.us](mailto:ahowell@washoecounty.us) (775) 785-8600

**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Recommendation to retroactively approve an Agreement with the Children's Cabinet in the amount of [\$425,983] to administer the Independent Living Program providing case management, independent living training and transitional services to youth ages 15-21 for the period of July 1, 2016 through June 30, 2017. (All Commission Districts)

---

### SUMMARY

Recommendation to retroactively approve an Agreement with the Children's Cabinet in the amount of [\$425,983] to administer the Independent Living Program providing case management, independent living training and transitional services to youth ages 15-21 for the period of July 1, 2016 through June 30, 2017.

The Department is requesting the Agreement be approved retroactively due to the notice of sub-grant award for CHAFEE funds supporting the contract was received in August 2016.

County Priority/Goal supported by this item: Safe, Secure and Healthy Communities

### PREVIOUS ACTION

On July 21, 2015, a renewal agreement between Washoe County and the Children's Cabinet for Independent Living Services was approved in the amount of \$425,983 for the period of one (1) additional year. The funds utilized \$200,450 from FAFFY NRS 432.017 and \$225,533 from CHAFEE NRS 432B.591-595.

On June 24, 2014 Recommendation to approve Agreement for Independent Living Services between the Children's Cabinet and Washoe County in response to Request for Proposal (RFP) #2902-14 [\$425,983] for fiscal year 2015, with an option to renew for two additional one-year periods.

On September 13, 2011, the Board of County Commissioners awarded the Request for Proposal (RFP) #2786-12 for Independent Living Services, to The Children's Cabinet for one (1) year in the amount of \$425,983.00 with two (2) additional one year extensions.

On June 28, 2011, the Board of County Commissioners approved a 90 day extension of the contract with The Children's Cabinet for Independent Living Services which expired June 30, 2011, while Washoe County Purchasing solicited written proposals to provide Independent Living Services.

On May 24, 2011, the Board of County Commissioners authorized the Director of Social Services through the Washoe County Purchasing Office, to solicit written proposals to select a single organization to provide Independent Living Services.

On July 2, 2009, a renewal for the agreement between Washoe County and The Children's Cabinet for Independent Living Services was approved for the amount of \$303,983.00 for the period of one (1) additional year. The funds utilized \$228,000 from FAFFY grant and \$75,983 from the Chafee grant.

On July 2, 2009, a renewal for the agreement between Washoe County and The Children's Cabinet for Independent Living Services was approved for the amount of \$383,983.00 for the period of one (1) additional year. The funds utilized \$228,000 from FAFFY grant and \$155,983 from the Chafee grant. The \$155,983.00 from the Chafee grant was split \$75,983 for FAFFY Administration, \$7,000 for WAYCUP the youth advisory board, \$70,000 for Co-Case Management of the 15-17 year old youth served and \$3,000 for the youth served from another state.

On July 22, 2008, the Board approved a Request for Proposal (RFP) for Independent Living Services to The Children's Cabinet, for the amount of \$280,983.00 for an eleven (11) month period with a two (2) additional one-year renewal options.

On June 21, 2005, the Board approved the award of RFP#2487-05 for Independent Living Services to The Children's Cabinet for a period of one (1) year in the amount of \$299,643.00 with two (2) additional one-year options.

## **BACKGROUND**

The Department of Social Services has received funding for Independent Living Services from the State Division of Child and Family Services since 2003. This request represents the continued efforts of the Department to support youth as they transition from foster care to being self-sufficient productive citizens in Washoe County.

Two main sources of funding that support the Independent Living program are State and Federal Grants. The CHAFEE Grant is a Federal pass-through grant and the FAFFY Grant is a State funded program initiated in the 2001 Legislative Session. The following describes the two programs:

The Chafee Grant – Help youth (ages 15.5 to 18) likely to remain in foster care until 18 years of age to transition to self-sufficiency. This is accomplished by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job preparedness, placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention and preventative health activities. Other services include providing the education, training, and services necessary to obtain employment; to prepare for and entering post-secondary training and education institutions; to provide personal and emotional support to children aging out of foster care, through mentors and promotion of interactions with dedicated adults.

The FAFFY Grant – Assist former Nevada foster care youth and Nevada tribal foster care recipients between the ages of 18 and 21 attain and maintain economic self-sufficiency. Resources should be provided to the youth by complementing the youth's own efforts to make the transition from adolescences to adulthood. Assistance may include areas such as the provision of food, clothing, necessary personal expense, housing assistance, counseling in, services to reduce high risk behaviors, child care and parenting needs, employment readiness, personal professional readiness, educational assistance, transportation, medical and dental assistance and other appropriate supports and services.

### **FISCAL IMPACT**

The Department currently has funds available in the adopted Fiscal Year 2017 budget to support this program in IO 10119 and IO 10138.

### **RECOMMENDATION**

Recommendation to retroactively approve an Agreement with the Children's Cabinet in the amount of [\$425,983] to administer the Independent Living Program providing case management, independent living training and transitional services to youth ages 15-21 for the period of July 1, 2016 through June 30, 2017.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: *“move to retroactively approve an Agreement with the Children's Cabinet in the amount of [\$425,983] to administer the Independent Living Program providing case management, independent living training and transitional services to youth ages 15-21 for the period of July 1, 2016 through June 30, 2017.”*

## AGREEMENT FOR INDEPENDENT LIVING SERVICES

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by and through the Washoe County Department of Social Services, herein referred to as "County," and Children's Cabinet, herein referred to as "Contractor."

### W I T N E S S E T H

WHEREAS, the County has determined there is a need to assist youth who are likely to remain in foster care until 18 years-of-age and former Nevada foster youth and former Nevada tribal foster youth to continue their education, obtain employment, stabilize in the community and attain the life skills necessary to transition successfully out of the foster care system;

WHEREAS, the County has reviewed the goods and services which can be provided by the Contractor and found that obtaining those goods or services will be beneficial to fulfilling the needs of foster children and former foster children in Washoe County; and

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

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

#### **1. TERM OF AGREEMENT.**

This is a new agreement retroactive to July 1, 2016 through June 30, 2017.

#### **2. OBLIGATIONS OF CONTRACTOR.**

The Contractor shall work collaboratively with the County to provide a variety of services as outlined in Sections 2.1 and 2.2.

2.1 Development and Administration of the John H. Chaffee Foster Care Independence Program.

2.1.1 Youth Centered Approach: Clients in the program must participate directly in designing their own program activities. Eligible youth must be required to accept personal responsibility for living up to their part of the program.

2.1.2 Intake & referral review: Successful applicants will coordinate all referrals with the Department to include a thorough review of each case file and gather all pertinent client information.

2.1.3 Independent Living Skills training: Based on an assessment of need, eligible youth will be able to access classes and individual instruction covering critical areas of successful independent living to at least include:

career preparation, budgeting, health, transportation, community resources, housing and home management, and education support.

- 2.1.4 Contractor will provide case management support to serve youth age 15 - 17. The department serves approximately 60 youth in this age range. Contractor will complete an assessment of need of each youth referred and help them create an individualized plan with tasks and goals that the youth identify that will help them achieve independence and become self-sufficient. Goals and tasks will be reviewed and updated with the youth on a semi-annual basis and referrals and connection to skill building opportunities will be provided.
- 2.1.5 Contractor will provide case management services to young adults age 17-21. WCDSS serves approximately 90 youth in this population range. Service delivery to this age group requires more intensity and direct contact with the youth to achieve their goals. The Department would anticipate that at least monthly face to face contact be made with the youth and an additional 2 – 4 hrs per month will be spent helping these youth in transition achieve their goals. Empowering these youth shall be the primary focus of service delivery; however, youth report over and over that they require gentle guidance, opportunities to fail and try again, and unwavering support as youth workers aid them in building enhanced capacity to navigate life's pitfalls.
- 2.1.6 Transition: A formal transition plan, is scheduled by the Department to include the service provider, youth, foster parent, and community supports. The youth is encouraged to be the primary facilitator of this meeting which will include recommendations for post discharge functioning and transitioning the youth to services established under NRS 432.017 (AB 94) , or NRS. 432B.591-.595 (AB350). The Contractor's assigned casemanager will attend this transition meeting and participate in tasks identified by the youth to help them achieve success.
- 2.1.7 Incentives for workshops will be provided to youth attending classes and trainings offered by the Contractor. The subject of these workshops is to be determined by agreement with the Department. In addition to formal class structured workshops for skill development, Contractor will develop a continuum of other training options to reach youth and encourage attendance and retention.
- 2.1.8 Contractor shall sponsor and develop a youth advisory board that will meet monthly and include after care youth, representatives from youth in care, and the Department. Feedback from this board will be used to adjust and amend programming both by the Department and by the Contractor.
- 2.1.9 Contractor will provide a 40 hour per week case management and/or service coordinator to provide one on one case management related services to the youth receiving funds to assist former foster youth (FAFFY) after care services. This number of youth continues to decrease and WCDSS currently estimates service to approximately 35 young adults

on an on-going basis. There is the need for an additional, one time, financial service delivery to an additional 40 youth. One time a month contact, (contact can be in- person, via phone call, e-mail, or text messaging) will be required with all eligible and enrolled youth receiving FAFFY services. Case management services include, but are not limited to: helping the youth develop a budget, provide guidance and advise, helping them determine a career path, assistance with completing college applications and scholarships, assisting them in completing applications to access housing, after care Medicaid, Social Security Disability, etc.

2.2 Development and Administration of the Former Nevada Foster Youth & Tribal Foster Youth Self- Sufficiency Program, now known as FAFFY.

2.2.1 Referral: All youth aging out of foster care will be provided with a referral to seek service from the FAFFY program, when eligible. Former Nevada foster youth and former Nevada tribal foster youth means a person who attained the age of 18 years, while in the custody of an agency which provides child welfare services in Nevada or in foster care provided by an Indian tribe in Nevada, and who has not attained the age of 21 years.

2.2.2 Eligibility: Contractor must obtain a signed release from the former Nevada foster youth and tribal foster youth, authorizing the Contractor and County to verify his/her former foster care status. Contractor shall not provide goods and services to an individual unless his/her status as a former Nevada foster youth and/or Nevada tribal foster youth is verified. In addition, Contractor will verify the youth's status on the Court Jurisdiction program, to ensure informed and unduplicated service delivery.

2.2.3 Self Sufficiency Program: Contractor shall operate a self-sufficiency program for eligible clients. A self sufficiency program means a program established pursuant to Nevada Revised Statutes, Chapter 432 and the Nevada Administrative Code, Chapter 432, for the purpose of assisting clients attain economic self-sufficiency by providing goods and services to him/her as defined herein. Services shall include, without limitation, room and board; housing assistance; job training; vocational services, including job placement assistance; educational assistance; medical insurance; services to reduce high-risk behaviors in the client. Not less than ninety percent (90%) of the money disbursed to the Contractor by the County for the Former Nevada Foster Youth & Tribal Foster Youth Self- Sufficiency Program shall be used for direct services to clients.

2.2.4 Assessment of Need: Contractor shall conduct an assessment of each client's needs to enable him/her to live independently outside of foster care and integrate him/her into the community.

2.2.5 Client Centered Approach: Contractor shall ensure that each client participates directly in designing his/her program activities and accepting responsibility for achieving self-sufficiency. Contractor shall request that

each client who wishes to obtain goods or services from the self-sufficiency program sign an agreement stating that he will participate in any evaluations or other studies conducted pursuant to the self-sufficiency program. However, the Contractor must not deny goods or services to a client based on his/her failure to sign an agreement.

- 2.2.6 Case Management Services: Contractor shall have frequent contact with the clients, at a minimum of once a month contact. Contractor shall assess the client's progress on his/her self-sufficiency program activities and provide the guidance, support and resources directed at the client achieving stabilization in the community.
- 2.2.7 Direct Disbursement of Funds to Clients: Contractor shall develop a request/approval process for the direct disbursement of funds to a client, so that a client's access to funds is easy and quick. The process must allow for the disbursement of funds as either a payment to every client who exits foster care to promote self-sufficiency and/or as requested by the client for critical need of specific goods and services. The process must be flexible and allow for the disbursement of funds to a client to address an emergency or unexpected need essential to the client becoming or maintaining self-sufficiency. Any disbursement of funds must take into consideration the clients circumstances and his/her ability to meet future financial needs.
- 2.2.8 It has been envisioned that each youth will be eligible for approximately \$4000 per year in service needs. This amount can be exceeded with prior written approval by the Department.
- 2.2.9 Life Skills training & Support. Services shall be provided on a case-by-case basis as determined by the Contractor.
- 2.2.10 Housing assistance/Room and board: Contractor shall view services as emergency or "stop gap" focused at preventing the youth from becoming homeless. Monies shall be used primarily to pay deposits, utilities and first and last month's rent.
- 2.2.11 Budget information must be gathered from the youth prior to approval and must demonstrate that the intervention will stabilize the youths housing issue longer than the total dollar amount provided the youth. Contractor shall determine what the youth can afford and help them map out weekly, monthly, and yearly expenses.
- 2.2.12 Food, miscellaneous personal items: Contractor shall provide assistance with food etc. only after exploring community resources.
- 2.2.13 Job training, vocational services including, without limitation, job placement assistance. Contractor shall provide assistance to youth with the skills needed for employment purposes. Services may be provided directly by the Contractor using approved curriculum or through accessing services by an existing "job training" organization such as Nevada Works.

Services/purchases shall be directed at ensuring that the youth has necessary documentation to secure employment.

These include but are not limited to: photographs; legal information/documentation; work cards, appropriate or necessary clothing, listings of community resources; names, addresses, and phone numbers of extended family and friends; resume; letters of recommendation; and references for employment (may include food handling card and TB test).  
Mental Health & Treatment Services: Contractor shall assist the youth with overcoming emotional obstacles to independence associated with family connections and personal relationships and establish activities to help youth come to terms with these connections and relationships.

2.2.14 Medical Services: Contractor shall assist with “co-pay” to access emergency medical services or prescription assistance. Contractor shall explore community resources and links to appropriate medical agencies should be pursued.

2.2.15 Educational Incentives: Washoe County youth that exit foster care with a high School diploma or obtain a certificate of completion (GED) of high school are eligible to receive a stipend to assist with their efforts to achieve self-sufficiency.

The Department will make the \$250 incentive payment for a diploma or GED obtained while still in Washoe County custody. Contractor shall pay \$250 for a diploma or GED obtained after leaving custody .

2.2.16 Educational Support: Contractor shall provide fees associated with applications for continuing education, preparation for educational/vocational testing, books, lab fees, activity cards, school parking permits etc. Contractor will ensure that all youth are educated about the availability of scholarships/grants unique to their population and assistance completing those scholarship/grant applications will be provided.

2.2.17 Emergency Misc. Services: Contractor shall provide possible emergency childcare, car payment, car insurance, vehicle repair, travel cost, utility payment, paid directly to the provider.

2.2.18 Services to reduce high-risk behaviors in the former foster youth: Contractor shall make referrals or provide direct service for issues related to high-risk behavior such as substance abuse, pregnancy etc.

2.2.19 Liaison/advocacy: Contractor shall be a liaison/advocate with other community providers when necessary to obtain specific services for identified youth issues related to independent living i.e. housing, utilities, jobs etc.

2.2.20 Information & Referral: Contractor shall assist with providing eligible youth with a listing of community resources to address their identified needs. Contractor shall develop strategies which motivate the youth to secure needed services and should take responsibility to ensure that



necessary services such as food, utilities and adequate housing are in place so as not to place the youth at risk of physical harm.

- 2.2.21 Re-establishing family/community ties: Contractor shall develop strategies to support a bridge to the youth's family of origin and/or significant others, and incorporate the role of these significant others in service plan development and management. Services should be focused on improving functioning and developing long-term links between the youth and appropriate family/community resources. Emphasis must be given to stabilizing and/or reestablishing the youth with appropriate relatives and in the community. Contractor shall explore any support systems identified and agreed upon by the youth as not posing a risk to the youths' safety. Contractor shall strive to re-establish connections between the youth and the family members. This issue shall be revisited with the youth regularly given that many youth that have aged out of care return to their family for assistance.
- 2.3 Contractor shall maintain an individual case file on each client served and subject to review by the County upon request. This file shall be organized and contain all reports, plans, assessments, contacts and case noting related to the youth served.
- 2.4 Records/Reports/Measure of Outcome:
  - 2.4.1 Contractor shall measure the "outcomes" of its intervention within the guidelines developed by the Secretary of Health and Human Services. Contractor shall establish outcome guidelines at the time of the contract award. Contractor shall establish and maintain a record for each former foster youth served pursuant to the program. Contractor shall maintain sufficient information as part of a record to allow the County to monitor spending and any information that is required to be reported to the Division of Child and Family services.
  - 2.4.2 Contractor shall submit a report relating to Section 2.2.3 of the self-sufficiency program on a monthly basis. This report must include, without limitation, information relating to:
    - a) The number and characteristics of former foster youth who received goods or services pursuant to the self-sufficiency program;
    - b) The type, and quantity of goods or services provided to the former foster youth;
  - 2.4.3 Contractor shall report the amount of money spent pursuant to each part of the self-sufficiency program by type of good or service provided; and the Contractor shall provide to County such additional information as the County may require. The County may audit the records of the Agency providing self sufficiency services to determine compliance with the provisions of chapter 432 of NRS and 42 U.S.C. § 677, the Foster Care Independence Act.
  - 2.4.4 Contractor shall submit records to County for audit at County's request these records include, without limitation, information contained in the files

of the Contractor, which provide services relating to a self-sufficiency program provided by the Contractor.

- 2.4.5 Timelines for submitting reports: Contractor shall submit reports to the County by the 1<sup>st</sup> Monday of the month, and comply with the contractually stipulated data collection requirements. The Contractor shall also supply quarterly and yearly summaries of services to meet future funding requirements. Payment for services provided will not be released until reports and written work product is received by Washoe County. Contractor may be called upon to alter the type of statistics gathered in the course of the contract year. The County will assist with this data collection as necessary.
- 2.4.6 Communication: The approved Contractor will meet with the County on a monthly basis to review program lessons learned, reviewing spending and trouble shoot any problems that either party encounters.
- 2.5 Records. The Contractor shall maintain in its principal office a written record of all services provided pursuant to this Agreement. Contractor shall maintain an individual case file on each client served. The case file must be organized and include all reports, plans, assessments, contacts, services provided, date service provided and by whom, and case notes related to the client.

If a client'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 a separate but secure location in the Contractor's office. The County may inspect all such reports, records and/or case files with a 48-hour prior notice to the Contractor.
- 2.6 Invoices/Reports. Contractor shall submit monthly invoices/reports for goods or services provided pursuant to Sections 2.1 and 2.2 to the County. The Contractor shall also submit monthly, quarterly and yearly summary invoices/reports to the County. The invoices/reports for each program must include, without limitation, information relating to:
  - 2.6.1 The number and characteristics of clients who received goods or services;
  - 2.6.2 The type and quantity of goods or services provided to the client;
  - 2.6.3 The amount of money spent pursuant to the John H. Chaffee Foster Care Independence Program and the Former Nevada Foster Youth & Tribal Foster Youth Self-Sufficiency Program as reported by type of good or service provided;
  - 2.6.4 The success of the programs as measured by the outcome measures developed by the Secretary of Health and Human Services pursuant to 42 U.S.C. 677(f)(1)(A); and
  - 2.6.5 Such additional information as the County may require.
- 2.7 Contractor shall submit invoices/reports to the County no later than 30 days after the end of each month and must be executed under penalty of perjury by an

official of the Contractor who is empowered by the Contractor to enter into Agreements on its behalf.

- 2.8 Failure to timely submit a quarterly invoice/report in accordance with this section is a material breach of this Agreement and is grounds for nonpayment of an invoice/report, in whole or in part, or termination of the entire Agreement as outlined in Sections 9 and 15.
- 2.9 Fiscal Management: Contractor shall develop and implement an internal fiscal management system which will document and account for expenditures/disbursements of funds provided pursuant to Sections 2.1 and 2.2, and other funding sources. The Contractor shall allow County access to its fiscal records so the County can verify that the Contractor is meeting each program's specific eligibility and disbursement requirements in accordance with federal and State laws.
- 2.10 Contractor shall make every effort to coordinate funds received for services provided pursuant to Sections 2.1 and 2.2 with other federal and State of Nevada programs for youth, including programs funded under part B of Title II of the Juvenile Justice and Delinquency Prevention Act of 1974.

### **3. INDEMNIFICATION/HOLD HARMLESS.**

The 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 these agencies accept and are able to pay for the loss or liability related to their activities. Exhibit A, pages 1-4, is attached hereto and incorporated herein by reference. All conditions and requirements identified in Exhibit A shall be completed prior to any payment under this Agreement.

### **4. DISCRIMINATION.**

In connection with the performance of its obligations under this Agreement, the Contractor shall not discriminate against any of its employees, agents or any person applying to the Contractor for its services because of race, religion, color, sex, age or national origin, except that the Contractor may limit or restrict the provision of its services to one or more specific groups of persons in accordance with the services described in Sections 2.1 and 2.2.

### **5. OBLIGATIONS OF COUNTY.**

Transitional Independent Living Plan (TILP): The County will provide to the Contractor a copy of the client's TILP for any client referred by the County for services.

### **6. ELIGIBILITY.**

The County will also complete a records check for any former foster youth requesting services pursuant to Section 2.3.

### **7. REVIEW OF INVOICES/REPORTS; APPROVAL.**

The County shall timely review each monthly invoice/report submitted by the Contractor pursuant to Section 2.6 and shall approve or disapprove payment in full or in part within 30 days

after it is received. If an invoice/report is approved in full, the County shall pay to the Contractor an amount in accordance with the provisions set forth in Section 8.

If an invoice/report is approved in part, the County shall pay to the Contractor the portion of the maximum amount set forth in Section 8 which represents the approved portions of the report, and the County shall have no obligation to pay the remainder unless it subsequently approves the disapproved portions of the invoice/report. The total payments made by the County to Contractor shall not exceed the maximum amount set forth in Section 8 of this Agreement.

The County shall not unreasonably withhold approval of payment of monthly invoices/reports; however, the County has the right to request the Contractor provide more specific information about the services provided.

If the invoice/report submitted by the Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by the Contractor, or if the Contractor has failed to submit a written report, the County shall have the authority to withhold approval of payment of all or part of that invoice/report. The County will inform the Contractor in writing of the specific reasons for disapproval and the Contractor shall have 10 days in which to provide the County with the requested information.

**8. PAYMENT.**

During the initial term of this Agreement and subject to all terms and conditions of this Agreement, the County shall pay the Contractor for services rendered pursuant to Section 2.1 and Section 2.2 an amount not to exceed \$425,983.00. Payment shall be made in monthly installments based on costs incurred for goods and/or services provided. Payment of any portion of that amount may be made by the County only after the County has approved the monthly invoice in accordance with Section 7, except that the first invoice may be a request for advance payment and will not include a program report. 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.

**9. TERMINATION.**

The County or the Contractor may terminate this Agreement with or without cause. Termination shall become effective 15 days after a written Notice of Termination is sent via United States Postal Service by either party addressed to the other party. Actual notice means receipt of a written Notice of Termination. The Notice must be served at the following addresses:

COUNTY: Washoe County Department of Social Services  
Attn: Amber Howell  
P O Box 11130  
Reno, NV 89520-0027

CONTRACTOR: Children's Cabinet  
1090 S. Rock Blvd.

Reno, NV 89502

9.1 If a termination is made pursuant to this Agreement, a final invoice/report of the type described in Section 2.6 must be immediately prepared by the Contractor within seven days after the effective date of the termination setting forth all services provided by the Contractor after its last invoice/report and before the effective date of the cancellation.

9.2 After approval of the final invoice/report in the manner provided in Section 7, the County shall pay to the Contractor any amounts owed under Section 8 for services actually provided prior to the effective date of termination.

## **10. INDEPENDENT CONTRACTOR.**

It is intended by the parties hereto that the Contractor perform its obligations hereunder as an independent contractor and not as an agency or employee of the County. The 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.

## **11. BACKGROUND INVESTIGATION AND CERTIFICATION.**

The Contractor agrees to submit to a background investigation, for each employee, volunteer or subcontractor providing direct services to any client, 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. The Contractor agrees to assume the cost for each employee, volunteer or subcontractors' fingerprinting and criminal history check. The County will be informed by the Contractor of any addition or termination of a direct service employee, volunteer or subcontractor within 5 working days of employment or termination. The Contractor agrees to provide proof of initiating the background investigation to the County prior to initiating any services under this Agreement and proof of compliance with the provisions of this section once the Contractor obtains the results of the background investigation. The Contractor 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.

11.1 The terms of this section apply to the Contractor, its employees, subcontractors or any volunteer who is in a position to exercise supervisory or disciplinary control over, or has direct access to or contact with, clients referred to the Contractor under this Contract, or has access to information or records maintained by employer relating to such children.

11.2 The Contractor hereby certifies that none of its employees, subcontractors or volunteers performing duties as described in the above paragraph have been convicted of any felony crime, any crime involving a sexual offense or any crime involving a child. The Contractor hereby agrees and certifies that any employee, subcontractor, or volunteer who has not initiated a background check will have no contact with such client. The discovery of an undisclosed criminal conviction is grounds for immediate termination of this Agreement without prior notice by the County. The conviction of the Contractor

during the term of the Agreement of any criminal offense is also grounds for immediate termination of this Agreement without prior notice by the County.

11.3 Professional License. The Contractor certifies that he/she has disclosed to the County any disciplinary action against the Contractor by any professional licensing board related to his/her competency or capacity to perform professional services. Discovery of any such disciplinary action taken against the Contractor by any professional licensing board, either prior to or during the term of this Agreement, is grounds for immediate termination of this Agreement without prior notice by the County.

**12. ASSIGNMENT/DELEGATION.**

The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

**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 embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. Any modification of the terms of this Agreement must be in writing executed by other parties with the same formality with which this Agreement was executed.

**15. FUNDING OUT CLAUSE.**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Agreement, County will immediately notify the Contractor or its assignees of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. 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 Contractor certifies that he/she has the power and authority to bind the Contractor to the terms and conditions of this Agreement.

**17. 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.

**18. GOVERNING LAW/MISCELLANEOUS.**

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Contract shall be held or declared void or illegal for any reason, all other provisions of this Agreement which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience, they are not part of this Agreement and shall not affect its construction.

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.

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Kitty K. Jung, Chair  
Washoe County Commission

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

Contractor:  
By: \_\_\_\_\_  
Mike Pomi, Executive Director  
The Children's Cabinet

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

State of Nevada     )  
County of Washoe    )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Mike Pomi as Executive Director of The Children's Cabinet.

\_\_\_\_\_  
**NOTARY**

Exhibit A

**CHILDREN'S CABINET  
NONPROFIT AGENCY**

**INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

**INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

**GENERAL REQUIREMENTS**

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

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.



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

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

### **MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$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 insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

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

b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;

c. Terminate the Agreement.