

**AGREEMENT FOR PROVISION OF FAMILY FOSTER HOME FOR THE PURPOSE OF
EMERGENCY FOSTER CARE**

1. RECITALS

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 Human Services Agency (“WCHSA”), collectively referred to as "County," and 3 Angels Care, LLC, a Nevada domestic limited-liability company, hereinafter referred to as "Provider", for neglected, abandoned and/or abused minor children to provide a pilot emergency foster care home.

WITNESSETH:

WHEREAS the Legislature of the State of Nevada has authorized the County to provide child welfare services,

WHEREAS the County requires certain foster homes for the care of neglected, abandoned, and abused minor children, up to and including the age of nineteen, regardless of race, sex, gender, or religious affiliation,

WHEREAS the Director of the County's Human Services Agency or their designee may refer such children to Provider, as a licensed foster parent, through foster care home, Place for Change (“P4C”), to house children referred to the County,

WHEREAS Provider represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such care as shall be necessary, required or desired herein, for and on behalf of the County with County having the exclusive authority to make decisions on behalf of any child placed as a result of this Agreement.

NOW, THEREFORE and in consideration of aforesaid premises, the parties mutually agree as follows:

2. TERM OF AGREEMENT

This Agreement commences on May 1, 2022, and shall continue through June 30, 2023, with the provision for four (4), one (1) year renewal options upon mutual assent of the Parties or until cancelled in accordance with Section 11 of this Agreement, whichever comes first. Renewals are not guaranteed and will be offered at the County’s sole discretion, subject to agency need, provider performance, and available funding.

3. PURPOSE

The purpose of this Agreement is to outline Provider’s pilot emergency foster care program, which provides care for neglected, abandoned and/or abused minor children, up to and including the age of nineteen, regardless of the child's race, gender, or religious affiliation. This foster care program is available, at the discretion of WCHSA staff, for children who require placement into an emergency foster home.

4. SCOPE OF WORK

THE PROVIDER AGREES TO THE FOLLOWING:

In the event Provider fails to comply with any of the following requirements, for any reason, County may immediately terminate this Agreement.

- a. Subject to the Provider's license limitations, the Provider shall provide foster care facilities licensed pursuant to NRS 424.020 *et seq.*, regardless of race, sex, or religious affiliation, and as outlined in Washoe County Human Services Agency Scope of Work for Specialized Foster Homes, which is incorporated into the terms of this Agreement.
- b. The criteria for establishing and maintaining the foster care facilities shall be as outlined in this document, Nevada Revised Statutes (NRS) 424.010 *et seq.*, Nevada Administrative Code (NAC) Chapter 424 "Foster Homes for Children Regulations and Standards," the "Program Requirements for Foster Homes" ("Program Requirements") and maintain compliance with licensing standards, including WCHSA's Quality Parenting Standards for Foster Parents.
- c. The Provider will not accept parental placements (NAC 424.465 *et seq.*) or placements from any child placing agency, other than Washoe County Human Services Agency.
- d. The Provider shall operate foster care facilities twenty-four (24) hours per day, seven (7) days per week, including holidays, and shall always be available for contact via telephone or text.
- e. Provider will designate intake staff to be available 24 hours per day to accept emergency placements into the home.
- f. Between one (1) and six (6) eligible children will be placed in the Provider's care by WCHSA staff to receive emergency foster care services.
- g. Alternative Care Policy. Provider shall ensure that direct care staff meets the qualifications of and complies with all mandates set forth in WCHSA's Alternative Care Policy.
- h. Transitions between the emergency foster home and other specialized foster homes within the foster care agency must have prior approval from the County.
- i. Provider shall neither conduct nor permit the operation of any other business on the premises. Safety and security measures shall be provided by the Provider as part of the operational policies and procedures.
- j. Specialized Requirements. Provider shall comply with the following requirements:
 - i. **Staffing Ratios.**
 - 1) NAC 424 minimum staffing ratio is 1:8 of staff to children. Provider will have a staffing ratio of 2:6 due to the emergent nature of the foster home. This staff-to-child ratio may be altered as determined according to the age of the child and the care required as well as to ensure consistency with the County's Scope of Work for Specialized Foster Homes when the children's needs meet that level of care, or when Family Foster Homes for children who are in foster care but do not meet criteria for Specialized Foster Care.
 - 2) Awake staff may be required on a case-by-case basis depending on the needs of each child, and as designated by WCHSA.
 - 3) Staff are not required to be on site if no children are placed in the home, but must be available within thirty (30) minutes should a child(ren) need emergency placement.

ii. Referral and Intake Protocols.

- 1) County will contact Provider when a child needs to be placed in the home. County will consider the composition of the milieu prior to referring youth for placement.
- 2) Provider shall accept any child/youth referred for placement within 30 minutes, including those children who may or may not have:
 - behavioral issues, and/or are diagnosed with mental or behavioral health diagnosis, and/or
 - a medical condition(s) that do not require a higher level of skilled care.
- 3) WCHSA will provide intake information, including but not limited to, demographics, information as to the child's general, medical and behavioral needs, placement letter, and psychotropic medication information, as applicable, for each child placed with Provider.
- 4) Provider shall supply a digital image of the child within two (2) hours of acceptance and placement, using Provider's camera which must be capable of producing immediate digital photographs.
 - The provider shall maintain this photograph as part of the child's record and identity kit.
 - The identity kit shall include information related to the child that includes, but is not limited to, referral information, a photograph, and descriptors such as hair color, eye color, height, weight, and obvious birthmarks or scars.
- 5) Provider will conduct a preliminary screening of child's needs upon child's placement into the home and work with WCHSA Clinical Unit to have a comprehensive clinical assessment completed.
 - With the assistance of County, Provider will arrange for a child to be seen by a medical professional for any identified urgent medical needs.
 - With the assistance of County, Provider will arrange for each child newly entering foster care to receive a Nevada Medicaid Healthy Kids Screening exam (EPSDT) within 30 days of entering custody. The EPSDT appointment must be scheduled within seven (7) days of entry into foster care and ideally completed by the child's primary care physician. If the child does not have a primary care physician County's Medical Unit can conduct the exam.
- 6) The Provider shall email the identity kit details, photograph, and preliminary screening details to the County within the first 24 hours of accepting the child.
- 7) The Provider shall develop a daily programming schedule that includes daily group and individual check-ins to assist the child/youth with navigating social and emotional trauma reminders and provide to County upon request.

iii. Programming.

- 1) In consultation with Provider and WCHSA, Provider staff shall develop and follow a daily schedule covering programming and daily activities for all children in placement. The Provider will submit a daily programming plan that includes individual check-ins to assist the child/youth with navigating social and emotional trauma reminders.
- 2) Provider shall provide a home which meets the day to day physical, nutritional, emotional, educational, recreational, developmental, and other growth needs of any child(ren) placed in accordance with each child's needs.

iv. Education of child. Provider shall enroll school-aged children in school within one (1) workday of placement as necessary or secure appropriate learning opportunities for older youth and ensure each child's transportation to school, unless otherwise directed by County in conjunction with Washoe County School District

- v. **Remote Learning.** Remote learning may be required for some youth as directed by Washoe County School District or as designated by WCHSA based on a child's medical fragility. Medically fragile children include children who are immunocompromised, have respiratory or chronic diseases or would otherwise be at heightened risk for serious or adverse outcomes should they be exposed to COVID-19. Supervised access to video-conferencing platforms for remote learning will be provided to children as deemed necessary.
- vi. **Bed Holds.** Based on the emergent nature of the home bed holds will not be utilized. Special circumstances may arise wherein a bed hold is necessary. Approval for a bed hold in these circumstances is at the discretion of WCHSA and require prior approval.
- vii. **Respite.** Provider is available for respite when an empty bed exists and at the discretion of WCHSA. Provider must have prior approval from WCHSA to provide respite care for any child placed in another home within the Provider's Foster Care Agency.

5. PAYMENT

- a. Subject to all terms and conditions of this Agreement, the County shall pay the Provider an amount not to exceed \$648,150.00 (SIX HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS) for the first fourteen (14) months and an annual amount not to exceed \$557,070.00 (FIVE HUNDRED FIFTY-SEVEN THOUSAND SEVENTY DOLLARS) thereafter. County shall agree to reimburse the Provider at the following rate structure for each child actually placed into the foster home as a result of this Agreement. Daily census will determine what rate is paid for each day. The daily reimbursement rate includes the cost of transportation, clothing, school supplies, recreational activities, and miscellaneous expenses for the child in care.
 - i. An empty bed guarantee of \$115 per day and an occupied bed guarantee of \$253 per day with a maximum of six (6) combined bed types.
 - ii. The County reserves the right to increase or decrease the compensation rate stated above, based on available funding, upon sixty (60) days written notification to the Provider of the rate change.
 - 1) The provider will submit a monthly placement summary to WCHSA by the first business day of the following month utilizing the Provider Placement Summary Template.
 - 2) Any additional charges or amounts shall not be paid, unless prior arrangements are made and agreed to by the contracting parties in writing.
 - 3) Payment shall be rendered no later than thirty (30) days from the end of the previous month in which foster care was provided.
 - 4) Respite Payment. Pre-approved respite for zero (0) to eight (8) hours will be paid at \$25 per hour. Pre-approved respite for 9 hours or more will be paid at the daily rate of \$253. Provider will be paid a minimum of three (3) hours.

- 5) Wake Payment. Pre-approved wake payment will be paid at a daily rate of \$350.
 - 6) Any provision and reimbursement of services is unallowable unless coordinated and approved through WCHSA.
- iii. County shall assume responsibility for the costs of all health screenings and necessary medical or dental treatment(s).

6. PROVIDER FACILITY REQUIREMENTS

Any facility under this Agreement shall meet or exceed the following:

- a. **Facility Requirements.** The facility shall meet the requirements as set forth in the Washoe County Human Services Agency Scope of Work for Specialized Foster Homes and Family Foster Homes, NRS 424.020 *et seq.*, as well as the NAC 424.005 *et seq.*
- b. **General Foster Home Operations/Requirements.** Provider will not accept parental placements (NAC 424.465 *et seq.*) or placements from any child placing agency (e.g., DCFS, Parole, Probation) without prior written permission from County.
- c. **Policy and Procedure.** Provider shall maintain an operational policies and procedures manual for employees subject to approval of County.
- d. **Change in household composition.** Whenever there is any change in the composition of the facility, whether staff or children, the Provider shall report such change in writing to Washoe County Human Services Agency by 10:00 a.m. of the next business day.
- e. **Maintain Records.** The Provider agrees to maintain any and all records of children placed in the facility in a manner consistent with practices outlined in the Washoe County Human Services Agency Scope of Work for Specialized Foster Homes and Family Foster Homes.
- f. **Reporting.** Provider will submit reports to the County on the schedule below:
 - i. Daily: Provider will report the daily census of the emergency foster home by emailing the census template provided by County to the established email group, no later than 12pm each day, seven (7) days per week.
 - ii. Monthly: Contract shall furnish a monthly census financial report using the census template furnished by County no later than the 5th business day of the following month along with the billing invoice for emergency foster care (note: If Provider is also a SFC Provider, the EFC invoice must be separate from the SFC invoice).
 - iii. Annually: Provider shall submit an annual program report for the full contract programming period by no later than July 1st of each calendar year.
 - iv. Other reports as requested by County.
- g. **Food and Recreation Requirements.** Contractor shall provide the following minimum food and recreation requirements of children in residence:

- i. Purchase food and serve a minimum of three (3) nutritious meals per day plus three (3) snacks as is appropriate for each child in care; and adopt policies and procedures acceptable to WCHSA, which reflect the need of children in placement to have food readily available and in reasonable quantity.
- ii. Participate and engage child(ren) placed into care in physical and recreational activities that target their developmental needs, planned in consideration of the abilities and diversity of children placed in the home.
- h. **Transportation.** Provider shall adhere to the following transportation requirements:
 - i. Provide all transportation for each child's medical and counseling appointments, visitation, and any other appointments identified as necessary by the Case Plan, and as otherwise specified in the WCHSA's Scope of Work for Specialized Foster Homes and Family Foster Homes.
 - ii. Provider will work with the school district to develop a transportation plan to and from school. In the event that the school district cannot accommodate the child's transportation needs, the Provider is responsible for transporting the child to and from their school of origin.
 - iii. Provide and maintain vehicles in good and safe operating condition.
 - iv. Maintain legally appropriate automobile insurance at all times.
 - v. Require drivers to hold a valid driver's license.
 - vi. Prohibit any employee who accumulates eight or more demerits from operating a vehicle with any child in care.
- i. **Staff Training Requirements.** Provider will submit an initial and ongoing training schedule for County review and approval. The initial training program includes courses in first aid, CPR, infectious disease control, child development, infant care, adolescent behavior, "Age-Appropriate Discipline," Child abuse and neglect dynamics and reporting requirements, caring for LGBTQ youth, and the effects of childhood trauma. Provider shall ensure all staff receive such training prior to, or within ninety (90) days of commencement of employment at the facility. Provider shall collaborate with County on specific trainings that include, but are not limited to *Together Facing The Challenge*, *Trauma-Informed Care*, *CPI-Physical Restraint Training*, and *Persons Legally Responsible Training*. County will notify provider of other trainings offered or conducted by County staff or as identified as required by the Licensing Unit. Provider shall ensure initial and ongoing training conform to County Quality Parenting Standards for Foster Homes and shall include valid CPR certification.
- j. **Visitation.** The Provider agrees to facilitate in person, telephonic or electronic visitation consistent with the Washoe County Human Services Agency Scope of Work for Specialized Foster Homes and Family Foster homes. The Provider shall obtain permission from the assigned social worker before scheduling any visits.
- k. **Cooperation with Human Services Agency.** The Provider agrees to cooperate in developing the child's case plan, including participating at the child's team meetings and case staffing, when requested. County will have a designated " Program Manager" (most commonly the assigned

WCHSA Licensing Worker) who will be responsible for the daily management of the operations and services related to emergency foster care homes.

1. **Length of Stay and Discharge.** Provider agrees to identify, request, and accept support services deemed appropriate to the child's needs to maintain the child in the home. Provider agrees to care for the child until a more permanent placement is identified and will not refuse to accept or subsequently eject the child from the home. Inherent in emergency foster care is the fact that the child's needs and history may be unknown upon placement. A safe environment must be provided to the child while assessing the child's needs. Additional information and/or services will be provided as needs are identified and transitions between the emergency foster home and other specialized foster homes or respite homes within the foster care agency must have prior approval from County at the County's ultimate discretion.

7. PROVIDER STAFFING REQUIREMENT

- a. **Background Investigation of Staff.** The Provider is responsible for meeting background investigation requirements as set forth in NAC 424.280 *et seq.* of any adult employed by or who provides any service for any specialized foster home as set forth in NAC 424.280 *et seq.*
- b. **Supervision of children.** Supervision of children shall be consistent with the Washoe County Human Services Agency Scope of Work for Specialized Foster Homes and Family Foster Homes.
- c. **Ratios.** The staff-to-child ratio shall be determined according to the age of the child and the care required and consistent with the Washoe County Human Services Agency Scope of Work for Specialized Foster Homes when children meet that level of care or Family Foster Homes for children who are in foster care but do not meet criteria for Specialized Foster Care.

8. PROVIDER LICENSING REQUIREMENTS

The Provider shall agree to maintain the following license(s):

- a. License(s) issued pursuant to NRS 424.020 *et seq.* or NRS 432A.131 *et seq.* for each foster home, as applicable;
- b. Demonstration of compliance with NAC 424 (Foster Homes for Children Regulations and Standards) or NAC 432 (Services and Facilities for Care of Children);
- c. Any other licenses which the Provider is required or may become required to obtain.
- d. Maintain Nevada Medicaid.

9. BACKGROUND INVESTIGATION

Provider shall comply with NRS 484.031 *et seq.*, 484.033 *et seq.*, and NRS 432A.170 *et seq.* that allow a Licensing Authority or its designee to investigate the background of any applicant for a foster home. Provider shall also comply with NAC 424.280 *et seq.* requiring investigation of criminal history of residents over age 18 or employees of a foster home.

10. INDEMNIFICATION / HOLD HARMLESS

Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Attachment "A" of this Agreement, which is attached hereto and incorporated by reference. Indemnification

and hold harmless clauses are intended to ensure that these agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Attachment “A” shall be completed prior to any payment under this Agreement.

11. CANCELLATION OF AGREEMENT

Either the County or the Provider may cancel this Agreement for any reason, with or without cause or penalty. Cancellation shall be made by a Notice of Cancellation and shall become effective thirty (30) calendar days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice can be served via mail or email to the following addresses:

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

Provider: 3 Angels Care
PO Box 10791
Reno, NV 89510

The County shall further reserve the right to cancel this Agreement for cause without prior notice under the following circumstances:

- a. In the event the Provider shall be unable to perform on this Agreement, as a result of denial or revocation of facility licensure under NRS 424, or NRS 432A and/or NAC 424 or NAC 432A; or failure to maintain operations in accordance with this Agreement and/or WCHSA’s Specialized Foster Home and Family Foster Home Scope of Work.
- b. In the event the Provider shall permit or subject any child lodged to abuse, sexual abuse, neglect or punishment inflicted upon the body in any manner.
- c. On determination of non-compliance by the Provider with any or all terms and conditions of this Agreement.
- d. On evidence that the Provider shall be adjudicated bankrupt, or is in receivership, or has made an assignment to creditors of the Provider, on evidence of any other indication that the financial or legal situation of the Provider shall preclude the ability of the Provider to continue to operate successfully.

If a cancellation is made pursuant to this Agreement, a final invoice must be immediately prepared by the Provider within seven (7) days after the effective date of the cancellation for services provided by the Provider from the date of its last invoice to the effective date of the cancellation. County shall pay the Provider any amounts owed under Section 5 of this Agreement for services actually provided prior to the effective date of the cancellation.

12. INDEPENDENT CONTRACTOR

It is intended by the parties that the Provider is an independent contractor and not an agent or employee of the County. The Provider 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.

13. ASSIGNMENT / DELEGATION

The Provider may not assign or transfer any part of this Agreement unless mutually agreed upon in writing by both parties.

14. 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.

15. MERGER / AMENDMENT

This Agreement, together with the attached exhibits, 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.

16. FUNDING OUT CLAUSE

In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Provider agrees to terminate this Agreement. The County agrees to provide 30 days' written notice to the Provider 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 *et seq.*

17. INFORMAL DISPUTE RESOLUTION

Any disputes for any reason between a Social Worker and Provider relating to the care of children in specialized foster homes shall be resolved by the Washoe County Human Services Agency supervisory hierarchy.

18. COMMENCEMENT OF SERVICES

No placements shall be accepted by the Provider until satisfactory evidence that licensing, insurance, and permit requirements have been provided to the Washoe County Human Services Agency.

19. ADDITIONAL REQUIREMENTS

- a. **Nondiscrimination Civil Rights Act of 1964.** Provider will comply with all federal regulations relative to nondiscrimination in federally assisted programs.
- b. **Compliance with the Davis-Bacon Act.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Provider shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Providers are required to pay wages not less than once a week.
- c. **Federal Water Pollution Control Act.** The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 *et seq.* The Provider agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- d. **Procurement of Recovered Materials.** Providers must comply with § 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 CFR Part 200, Appendix II, K; 2 CFR § 200.322; Chapter V, 7. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Provider shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA- designate items is available at <http://www.epa.gov/cpg/products.htm>.

- e. **Access to Records.** Provider acknowledges and agrees to comply with applicable provisions governing County and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013). The Provider agrees to provide the Washoe County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Provider agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the contract.
- f. **DHS Seal, Logo, and Flags.** Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- g. **Compliance with Federal Law, Regulations, and Executive Orders.** Provider acknowledges that FEMA financial assistance will be used to fund the contract only. The Provider will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- h. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Provider, or any other party pertaining to any matter resulting from the contract.

- i. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Provider acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Provider’s actions pertaining to this contract.”

20. FEDERAL AND STATE FUNDING REQUIREMENTS

The Provider agrees to the additional terms and conditions related to the compliance with Federal and State funding requirements. These requirements are set forth in Attachment “B” which is attached hereto and incorporated by reference.

21. COMPLIANCE WITH LAWS

The Provider agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

22. GOVERNING LAW 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.

23. 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.

24. LIMITED LIABILITY

County will not waive and intend 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.

25. COMPLIANCE WITH AGREEMENT AND AUTHORITY

All provisions of this Agreement shall remain in full force and effect and the Parties agree to abide by and comply with the terms and conditions set forth herein. Each party represents and warrants that it has been duly authorized to enter into this Agreement and that this Agreement constitutes a valid agreement enforceable against it in accordance with its terms to the extent allowed by law.

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

WASHOE COUNTY

By: _____

Date: _____

PROVIDER

By: _____

Date: _____

SAMPLE

Attachment A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FAMILY FOSTER HOME FOR THE PURPOSE OF EMERGENCY FOSTER CARE

INDEMNIFICATION

PROVIDER Liability

As respects acts, errors or omissions in the performance of PROVIDER services, PROVIDER 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 PROVIDER'S negligent acts, errors or omissions in the performance of its PROVIDER services under the terms of this Agreement.

PROVIDER 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 PROVIDER or its Sub-Provider in the performance of their PROVIDER services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROVIDER services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER 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 PROVIDER (or Sub-Provider, 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 PROVIDER procure, and maintain the following insurance conforming to the minimum requirements specified 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 PROVIDER, its agents, representatives, employees or Sub-Providers. The cost of all such insurance shall be borne by PROVIDER.

INDUSTRIAL INSURANCE

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

PROVIDER shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

PROVIDER waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this Agreement. PROVIDER shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If PROVIDER or Sub-Provider 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, sub providers, or independent Providers and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should PROVIDER be self-funded for Industrial insurance, PROVIDER 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.

COMMERCIAL GENERAL LIABILITY INSURANCE

PROVIDER shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence. and Four Million Dollars (\$4,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad)and shall cover liability arising from premises, operations, independent Providers, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged sexual, physical, or emotional abuse or molestation by Providers, including its staff, volunteers, sub providers or other representatives.

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. PROVIDER shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. 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.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees, or volunteers shall be excess of PROVIDER'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: PROVIDER waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. PROVIDER's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

PROVIDER shall procure and maintain, during the term of this Agreement, business automobile liability and, if necessary, commercial umbrella insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If PROVIDER does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the PROVIDER's Commercial General Liability.

If PROVIDER is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, COUNTY may accept evidence of personal automobile liability with limits of insurance acceptable to COUNTY.

Waiver of Subrogation: PROVIDER waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by PROVIDER pursuant to this Agreement.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

PROVIDER shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the PROVIDER services provided under this Agreement. Limits shall be not less than One Million Dollars \$2,000,000 each claim and annual aggregate.

PROVIDER shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a "claims made" or "claims made and reported" basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

NETWORK SECURITY AND PRIVACY LIABILITY

Provider shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than \$1,000,000 per claim and annual aggregate.

PROVIDER shall maintain such insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a "claims made" or "claims made and reported" basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

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.

POLICY CANCELLATION OR NON-RENEWAL

PROVIDER or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. PROVIDER shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees or volunteers.
- 2) PROVIDER'S liability 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.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A, X" or better. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning PROVIDER and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, PROVIDER 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 PROVIDERS

PROVIDER shall include all Sub Providers under its coverage or shall contractually require all of its Sub Providers to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Sub Providers provide separate coverage, they shall include COUNTY as an additional insured under the applicable liability policies without requiring a written contract or Agreement between COUNTY as the additional insured and Sub Provider. PROVIDER shall require its Sub Providers provide appropriate certificates and endorsements from their own insurance carriers naming PROVIDER and COUNTY as additional insureds. Sub Provider shall be subject to all the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROVIDER, any Sub Provider, or anyone employed, directed, or supervised by PROVIDER.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-Providers under it.
3. In addition to any other remedies COUNTY may have if PROVIDER 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 PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER here under until PROVIDER demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

4. Any waiver of PROVIDER's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of PROVIDER's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

SAMPLE

Attachment B

ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL AND STATE FUNDING REQUIREMENTS

1. Health Insurance Portability and Accountability Act (HIPAA). The Organization agrees to safeguard clients' protected health information in accordance with HIPAA and HITECH requirements. In the event that transmittal of protected health information is required for the administration of this Agreement, the parties agree to comply with all relevant terms mandated by 45 CFR §164.
2. Byrd Anti-Lobbying Amendment. The Organization agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. §1352.
3. Equal Employment Opportunity. The Organization will not discriminate against any employee or applicant for employment or individual receiving the benefit of Organization services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). Organization will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
4. Vietnam Veterans. The Organization agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
5. Clean Air Act. The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. §§7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. §§1251-1387.
6. Debarment, Suspension and Other Responsibility Matters. The Organization certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (6.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, as described under 18 USC §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.
7. Americans with Disabilities Act. The Organization agrees to comply with all federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
8. Hatch Act. Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

9. Certifications Relating to Certain Boycotts or Israel. Pursuant to the State of Nevada NRS 332.065 the Organization certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel which includes refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

10. Drug-Free Workplace Requirements. Organization agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Organization certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (10.a.);
- d. Notifying the employee in the statement required by paragraph (10.a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the granting agency within ten days after receiving the employee's notice as referenced under subparagraph (10.d.2.) from an employee or otherwise receiving actual notice of such convictions;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (10.d.2.), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (10.a), (10.b), (10.c), (10.d), (10.e) and (10.e).