

## AGREEMENT

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

## WITNESSETH

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

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

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

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

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

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

- Provide technical assistance to the County in their initiative to prevent long-term foster care;
- Collaborate with the County to implement an integrated safety

management - family strengthening intervention to reduce long-term foster care in Washoe County;

- Each party shall designate a staff member to act as a primary contact person for any issues surrounding this Agreement.

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

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

3. OBLIGATIONS OF COUNTY. The County shall timely review each monthly invoice submitted by the Contractor and shall use reasonable efforts to approve or disapprove payment in full or in part within 15 days after it is received. If an invoice is approved in full, the County shall pay to the Contractor an amount in accordance with the provisions set forth. The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Contractor to provide any additional information about the services provided. If the invoice submitted by Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Contractor, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Contractor in writing of the specific reason for disapproval and Contractor shall have 10 days in which to provide the County with the requested

information. The total payments made by the County to the Contractor shall not exceed the maximum amount set forth in Paragraph 7 of this Agreement.

4. Invoices. The Contractor shall provide a written invoice to the County during the term of this Agreement in the form required by the County. Documentation to support the expenses will be provided. The invoice must be submitted no later than 15 days after the end of the preceding month and must be executed under penalty of perjury by an official of the Contractor who is empowered by the Contractor to enter into contracts on its behalf.
5. Notification of Change of Chief Executive Officer. The Contractor shall notify the County in writing of a change in Chief Executive Officer, and of the new Chief Executive Officer's or Acting CEO's name and telephone number.
6. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Contractors are aware of and accept the responsibility for losses or liabilities related to their activities. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.
7. Payment. During the term of this Agreement and subject to performance of all terms and conditions of this Agreement, the County shall pay the Contractor for services rendered, in the amount not to exceed \$210,000. Contractor represents that its professional fee is \$1,800 per day. Any payment to Contractor shall be made only after the County has approved the monthly invoice in accordance with Section 4. The Contractor understands and agrees that failure to comply with any term or condition of this Agreement is a valid reason for the County to refuse to make any payment for authorized and covered services rendered.
8. Termination. The County or the Contractor may terminate this Agreement should the Children's Bureau terminate the funding. Termination shall become effective 15 days after actual services of a written Notice of Termination by either party upon 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 Social Services  
ATTN: Jim Durand  
P.O. Box 11130  
Reno, NV 89520-0027  
775.785.8600 | Fax 775.785.5640

CONTRACTOR:

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

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

MISCELLANEOUS PROVISIONS

9. Independent Contractor. It is intended by the parties that Contractor perform its obligations as an independent contractor and not as an agency or employee of the County. Contractor is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.
10. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable without prior written notice and approval by County. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.
11. Waiver. A waiver or any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
12. Merger/Amendment. This Agreement, together with the attached Exhibit A, if applicable, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.
13. Authority. The person executing this Agreement on behalf of Contractor certifies that

he/she has the power and authority to bind Contractor to the terms and conditions of this Agreement.

14. 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.
15. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.
16. 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.
17. Limited Liability. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
18. Contractor's Certification. Contractor, its principals and agents, to the best of its knowledge and belief:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Date \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

NOTARY

## **Exhibit A**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR SERVICE CONTRACTS**

#### **INTRODUCTION**

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

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

#### **INDEMNIFICATION**

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

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

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

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

#### **GENERAL REQUIREMENTS**

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

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

### **INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)**

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

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

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

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

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

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

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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



Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

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

### **1. General Liability Coverages**

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the insurance Commissioner's approved but not admitted list.

## **VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUB-CONTRACTORS**

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

## **MISCELLANEOUS CONDITIONS**

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