

AGREEMENT FOR PROVISION OF FOSTER CARE SERVICES

THIS AGREEMENT is made between the County of Washoe hereinafter referred to as “County” and _____, hereinafter referred to as “Provider”.

WITNESSETH

1. RECITALS

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

THEREFORE, 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, or religious affiliation, referred by the Director of the County’s Social Services Department or his designee to house children referred to the County; and the Provider represents that they are qualified, equipped, staffed, ready, willing and able to perform and render such care as shall be necessary, required or desired, for and on behalf of the County with County the exclusive authority to make decisions on behalf of any child placed as a result of this Agreement.

2. SCOPE AND INTENT

- a. Subject to the Provider’s license limitations and decision of the Provider, the Provider shall provide foster care facilities licensed pursuant to Chapter NRS 424 regardless of race, sex, or religious affiliation.
- b. The foster care facilities provided by the Provider shall be in operation twenty-four (24) hours per day, seven (7) days per week, including holidays and shall be available for contact via telephone, pager, or cellular telephone.
- c. 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,” and the “Program Requirements for Foster Homes” (“Program Requirements”).

Each of the requirements enumerated in the said statutes, codes, regulations and documents shall be considered an integral part of this Agreement.

3. TERMS OF AGREEMENT

This Agreement begins on _____ and shall continue until cancelled in accordance with Section 15 of this Agreement.

4. STATUS OF PROVIDER

The Provider shall have the status of an “Independent Contractor,” and shall not be entitled to any of all of the rights, privileges, benefits, and emoluments of either officer or employee of the County.

5. INDEMNIFICATION AGREEMENT

Provider agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or damages of any kind or nature arising directly out of Providers negligent acts, errors or omissions in the performance of work under this Agreement by Provider, or by others under the Provider, or by others under the direction or supervision of the Provider.

COUNTY agrees to hold harmless, indemnify, and defend Provider from and against any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions of the COUNTY, its officers, agents, employees, or volunteers.

6. GENERAL REQUIREMENTS

Provider agrees to purchase Industrial Insurance (workers' compensation), personal liability insurance, and automobile liability insurance as described below.

7. INDUSTRIAL INSURANCE

It is understood and agreed that there is no industrial insurance required for sole proprietors. There shall be no Industrial Insurance coverage provided for the Provider by the County. Industrial insurance may be required on behalf of employees. Provider solely is responsible for compliance with the provisions of Chapters 616A to 617, inclusive of NRS for Provider and any employees of Provider including the provision of industrial insurance.

The Provider shall agree to adhere to the provisions of Chapters 616A to 617, inclusive of NRS with respects to the employment of any subcontractors for the purposes of fulfilling their obligations under this Agreement.

8. INSURANCE REQUIREMENTS

The Provider shall maintain limits of insurance not less than:

- a. Personal Liability: \$300,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The applicable limits of personal liability insurance may be satisfied with a homeowners, condominium owners or renters insurance policy; a personal umbrella insurance policy; a personal liability insurance policy; a commercial liability insurance policy; or any combination of the aforementioned policies.
- b. Automobile Liability: \$100,000 bodily injury each person, \$300,000 bodily injury each occurrence, \$50,000 property damage (100/300/50).

9. OTHER INSURANCE REQUIREMENTS

The Personal Liability insurance policy required pursuant to Section 8 shall be endorsed to include WASHOE COUNTY as an additional insured.

10. VERIFICATION OF COVERAGE

Provider shall furnish the County with certificates of automobile and liability insurance and with any required industrial insurance original endorsements affecting coverage required by this clause. 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 the County.

All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

11. MISCELLANEOUS CONDITIONS

- a. 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 the Provider, any subcontractor, or anyone employed, directed or supervised by Provider.
- b. Nothing herein contained shall be construed as limiting in any way the extent to which the Provider may be held responsible for payment of damages to persons or property resulting from his operations or the operations of any subcontractor under him.
- c. In addition to any other remedies the County may have if the Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the County may at its sole option:
 - i. Order the Provider to stop work under this Agreement and/or withhold any payments which become due the Provider hereunder until the Provider demonstrates compliance with the requirements hereof.
 - ii. Cancel the agreement pursuant to section 15 herein.

12. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

The Provider shall at all times agree to be in compliance with Immigration and Naturalization laws regarding eligibility of its employees or subcontractors to work in the United States.

13. TRANSFER OF OWNERSHIP, CHANGE OF NAME, CHANGE IN PRINCIPALS

The Provider hereby agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way, it shall notify the County, in the person of the Purchasing and Contract Administrator, of its intent to make said change.

14. LICENSE

The Provider shall agree to maintain the following licenses:

- a. Foster home license issued pursuant to NRS 424 for each foster home provided, indicating compliance with the terms and conditions contained in the NRS 424 and in the NAC 424 "Foster Homes for Children Regulations and Standards."
- b. Any other licenses which the operator is required or may be required to obtain.

15. CANCELLATION OF AGREEMENT

Either the County or the Provider may cancel this Agreement without penalty

- a. On a thirty (30) days' written notice of intent, prior to the intended cancellation date.
- b. In the event that persons residing in the home are in imminent danger of harm.

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 Chapter 424 and/or NAC 424 or failure to maintain operations in accordance with this Agreement and/or "Program Requirements for Foster Homes."
- 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 of the terms and conditions of this Agreement.
- d. On evidence that the Provider shall be adjudicated a 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.

16. FACILITY REQUIREMENTS

Any facility provided by Provider to be utilized for children placed by or through County shall meet or exceed the following:

- a. The facility shall meet the requirements as contained in the Program Requirements, the NAC 424 "Foster Homes for Children Regulations and Standards," and NRS Chapter 424 "Foster Homes for Children."

- b. Whenever there has been a change in Provider's household composition, Provider shall report to Washoe County Department of Social Services by 10:00 am of the next business day any such changes and the identifying information about any child placed since the last such report.
- c. Records on children placed shall be maintained by the foster home in a manner consistent with practices outlined in the Program Requirements.
- d. Subject to the provisions listed in the Program Requirements, the Provider agrees to provide all necessary transportation for the child as identified in the child's case plan and as otherwise specified in the Program Requirements, including, but not limited to, parental visits, medical and counseling appointments, other appointments.
- e. The Provider shall facilitate visits between children placed by County into the Provider's foster home and others, such as members of the child's family, as requested by the assigned social worker and consistent with the guidelines for familial visitation in the Program Requirements.
- f. The Provider shall obtain permission from the assigned social worker before scheduling any visits between children placed by County and others.
- g. The Provider agrees to strive to maintain placement of children referred for the duration of the child's need for placement and agrees to accept support services appropriate to the child's needs before requesting removal of the child.
- h. The Provider is encouraged to take rest and recuperation from foster care duties and/or for family emergencies. Providers who fail to take available rest and recuperation at regular intervals or to permit staff to take available rest and recuperation at regular intervals may be subject to contract review and re-evaluation.
- i. The Provider agrees to participate in developing the child's case plan including participating at the child's team meetings and case staffings when requested.

17. STAFFING REQUIREMENTS

- a. Provider, owner(s), employee(s) and any adult residing in any foster home under this Agreement shall be required to obtain, prior to commencement of employment or residence, clearance through a law enforcement agency, as required by NRS Chapter 424 and by NAC 424.
- b. Supervision of children shall occur under conditions delineated in Program Requirements.
- c. The staff-to-child ratio shall be as specified according to the age of the children and the care required. The ratio shall be that required by NRS 424 and NAC 424.

18. PAYMENT

- a. The County shall agree to reimburse the Provider at the rate of \$30.00 per day for each child actually placed into the Provider's foster home as a result of this Agreement. The daily reimbursement rate includes the cost of clothing, school supplies, recreational activities, and miscellaneous expenses for the child in care.
 - 1.) 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.
- b. If a child is placed into Provider's home under emergency conditions as defined in the Program Requirements, County shall pay Provider an additional \$10.00 per day for the child for each day the emergency is in effect.
- c. If a child is determined by County to have special needs as defined in Program Requirements, County shall pay Provider between \$1.00 and \$10.00 additional per day as indicated by the schedule set forth in the Program Requirements.
- d. No payment shall be authorized for the day a child departs except that if a child is admitted and released on the same calendar day, payment on one (1) day shall be authorized.
- e. Any additional amounts shall not be honored, unless prior arrangements are made and agreed to by the contracting parties.
- f. Payment shall be rendered no later than thirty (30) days from the end of the previous month in which foster care was provided.

19. BACKGROUND INVESTIGATIONS

Provider shall comply with Nevada Revised Statutes (NRS) 424.031 and 424.033 requiring that each applicant for a license to conduct a foster home, prospective employee of that applicant or person who is licensed to conduct a foster home, or resident of a foster home who is 18 years of age or older, shall submit to the foster home licensing authority for the county in which the foster home is located a complete set of their fingerprints and written permission authorizing the licensing authority to forward those fingerprints to the central repository for Nevada records of criminal history for submission to the Federal Bureau of Investigation to enable the licensing authority to conduct background investigations. Provider shall also comply with NAC 424.280 requiring investigation of criminal history of residents over age 18 or employees of a foster home.

20. INTEGRATION

This Agreement shall represent the entire, integrated agreement between the parties. This Agreement may only be amended by a written instrument signed by both parties.

21. THIRD PARTY RIGHTS

This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in favor of any person not a party hereto.

22. INFORMAL DISPUTE RESOLUTION

Disputes between a social worker and Provider relating to care of children placed, visitation, visitation supervision, or transportation, or treatment of Provider by a social worker shall be referred for resolution through the dispute resolution procedure detailed in the Program Requirements.

23. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing. Notice to the Provider shall be addressed to:

Notice to the County shall be addressed to: Washoe County Department of Social Services
P.O. Box 11130
Reno, NV 89520

24. COMMENCEMENT OF SERVICES

No placements shall be accepted by the Provider until satisfactory evidence that licensing, insurance, and permit requirements shall have been provided to the Washoe County Department of Social Services with copies to the Washoe County Purchasing Department.

25. FUNDING-OUT CLAUSE

In the event the County fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts against this Agreement, necessitating cancellation of this Agreement, the Provider shall agree to hold the County free from any charge or penalty.

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: _____
M. L. Sullens, C.P.M.
Purchasing & Contracts Manager

Date: _____

PROVIDER:

By: _____

Title: _____

Date: _____

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____ 2012
by _____.

NOTARY

PROVIDER:

By: _____

Title: _____

Date: _____

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____ 2012
by _____.

NOTARY