



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: September 8, 2015

**DATE:** August 17, 2015  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director of Social Services  
(775) 785-8600 ahowell@washoecounty.us  
**THROUGH:** Kevin Schiller, Assistant County Manager  
**SUBJECT:** Approve a professional services agreement with Sierra Association of Foster Families in the amount of \$108,600.00 to provide tutoring, mentoring and case management for educational advocacy services for teens in foster care in Washoe County retroactive to September 1, 2015 through July 31, 2016.  
(All Commission Districts)

### SUMMARY

The Department is requesting approval of an agreement to provide tutoring, mentoring and case management for educational advocacy services for teens in foster care in Washoe County.

The agreement retroactive so the Department can engage services immediately upon approval.

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

### PREVIOUS ACTION

The Board accepted a grant at their June 9, 2015 meeting from the Walter S. Johnson Foundation to reform the Department's policies and related practices for foster youth education outcomes. The provision of these services was specifically defined in the grant award.

### BACKGROUND

Foster youth in Washoe County as a group have historically academically underperformed the general population of high school students. The Walter S. Johnson Foundation awarded the Department a two year grant totaling \$300,000 for the purpose of providing enhanced educational guidance and mentoring, tutoring, and related education supports. This is a demonstration project; the results of these interventions will be disseminated in the field of foster care and education.

AGENDA ITEM # 5.F.3.

**FISCAL IMPACT**

Funding for this agreement is included in the Walter S. Johnson Foundation grant in IO#20405; no budget adjustments are required.

**RECOMMENDATION**

Approve a professional services agreement with Sierra Association of Foster Families in the amount of \$108,600.00 to provide tutoring, mentoring and case management for educational advocacy services for teens in foster care in Washoe County retroactive to September 1, 2015 through July 31, 2016.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "move to approve a professional services agreement with Sierra Association of Foster Families in the amount of \$108,600.00 to provide tutoring, mentoring and case management for educational advocacy services for teens in foster care in Washoe County retroactive to September 1, 2015 through July 31, 2016".

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into by and between Washoe County, a political subdivision of the State of Nevada ("COUNTY") and **SIERRA ASSOCIATION OF FOSTER FAMILIES**, a Nevada Domestic non-profit Corporation ("ORGANIZATION").

### WITNESSETH:

WHEREAS, COUNTY has determined there is a need in the community for certain goods and services to fulfill the social, physical, psychological and medical needs of the people in Washoe County; and

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

WHEREAS, the ORGANIZATION provides academic tutoring, mentoring to children and teens, and education advocacy services in Washoe County; and

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

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

### TERM

1. This Agreement shall commence on September 1, 2015 and continue through July 31, 2016 or until this Agreement is terminated pursuant to or until this Agreement is cancelled pursuant to paragraphs 10 or 15, whichever date shall first occur.

## OBLIGATIONS OF ORGANIZATION

2. Purpose and Services. ORGANIZATION will provide academic tutoring and mentoring services to thirty (30) youth referred by COUNTY for two (2) hours per week for approximately thirty two (32) weeks. ORGANIZATION will also provide two (2) Case Consultants to provide comprehensive and intensive education advocacy services to youth assigned by ORGANIZATION. The scope of work is detailed in Exhibit A.

3. Invoices/Reports. The ORGANIZATION shall provide to the COUNTY a written report in the form required by the COUNTY. Each report must specifically describe the services provided by the ORGANIZATION pursuant to this Agreement during the preceding month. These reports shall be submitted monthly to the Department's Educational Services Program Manager for review.

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

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

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

5. Notification of Change of Executive Director. The ORGANIZATION shall notify the COUNTY in writing of a change in Executive Director, and of the new Executive Director's name and telephone number. This includes an Acting Director, if any.

6. Indemnification/Hold Harmless. COUNTY has established specific

indemnification and insurance requirements for Agreements to help assure that reasonable insurance coverage is maintained. All conditions and requirements for insurance and indemnification are set forth in Exhibit B, which is attached hereto and incorporated into this Agreement by this reference. Indemnification and hold harmless clauses are intended to ensure that agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit B shall be completed prior to any payment under this Agreement.

7. Discrimination. In connection with the performance of its obligations under this Agreement, ORGANIZATION shall not discriminate against any of its employees, agents or any person applying to ORGANIZATION for its services because of race, religion, color, sex, age or national origin, or disability except that ORGANIZATION may limit or restrict the provision of its services to persons in accordance with the services described on paragraph two.

#### **OBLIGATIONS OF COUNTY**

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

COUNTY shall not unreasonably withhold approval of payment; however, COUNTY has the right to request ORGANIZATION provide more specific information about the services provided. If the report/invoice submitted by ORGANIZATION lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by ORGANIZATION, or if ORGANIZATION has failed to submit a written report as specified in paragraph three or if ORGANIZATION has failed to include the information required as stated in paragraph 3, COUNTY shall have the authority to withhold approval of payment of all or part of that invoice.

COUNTY will inform ORGANIZATION in writing of the specific reason for disapproval and ORGANIZATION shall have ten (10) days from the date of the written notice is issued to provide COUNTY with the requested information.

9. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the COUNTY shall pay the ORGANIZATION based on the following schedule:

Tutoring / Mentoring:           \$25.00 per hour not to exceed \$48,600

Case Consultants:               \$7,500 per month not to exceed \$60,000

For the term of the agreement, ORGANIZATION may not exceed ONE HUNDRED EIGHT THOUSAND SIX HUNDRED DOLLARS (\$108,600.00). The COUNTY may make payment of any portion of that amount only after the County has approved an invoice/report in accordance with paragraph 8. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the County to refuse to make any payment.

#### CANCELLATION

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

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

ORGANIZATION:       SIERRA ASSOCIATION OF FOSTER FAMILIES  
                              P.O. BOX 11112  
                              Reno, NV 89510

If a cancellation is made pursuant to this Agreement, a final invoice/report of the type described in paragraph 3 must be immediately prepared by the ORGANIZATION within seven

days after the effective date of the cancellation setting forth all goods or services provided by the ORGANIZATION from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice/report in the manner provided in paragraph 8, the COUNTY shall pay the ORGANIZATION any amounts owed under paragraph 9 for services actually provided prior to the effective date of cancellation.

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

### **MISCELLANEOUS PROVISIONS**

11. **Independent Contractor.** It is intended by the parties hereto that the ORGANIZATION perform its obligations hereunder as an independent contractor and not as any agency or employee of the COUNTY. The ORGANIZATION is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

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

13. **Waiver.** A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

14. **Merger/Amendment.** This Agreement, together with the attached Exhibits A and B, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

15. **Funding Out Clause.** In the event Washoe County Fails to appropriate or budget funds for the purposes as specified in this Agreement, the ORGANIZATION hereby agrees to cancel this Agreement. The COUNTY agrees to provide 30 days written notice to the

ORGANIZATION in the event this situation should occur. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

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

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

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

19. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

20. Limited Liability. COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

- a) Submit to a background investigation on each employee, intern, volunteer or subcontractor providing direct services to any client of COUNTY, which may include, but is not limited to, fingerprinting, a criminal history check and a check for

information relating to sexual offenses as defined in NRS 179A.073 pursuant to the provisions of NRS 179A.180 to NRS 179A.230. PROVIDER agrees to assume the cost for each employee, intern, volunteer or subcontractors' fingerprinting and criminal history check;

- b) Inform COUNTY of any addition or termination of a direct service employee, intern, volunteer or subcontractor within five (5) working days of employment or termination. PROVIDER agrees to provide proof of initiating the background investigation to COUNTY prior to initiating any services under this Agreement. PROVIDER agrees to cooperate with the signing of any necessary release of information or the provision of any other information necessary to conduct the background investigation.

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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



## Exhibit A

### Scope / Deliverables

#### Administration

SAFF Executive Director will maintain close collaboration with the WCDSS Educational Services Program Manager (WSJF Grant Project Manager), to include:

- at least weekly, or as needed, discussion of project operations
- review of documentation of services delivered prior to submission
- collaborative planning and strategy to maximize service delivery.

#### Mentor/Tutors

Prior to commencing training and tutoring, each tutor will:

- complete a pre-test on trauma and effective learning strategies
- watch an on-line video presentation on how trauma affects children's learning
- watch a brief on-line video presentation on effective learning strategies with children of trauma.

Each tutor will submit to SAFF a brief written report on each tutoring session outlining time, duration, subject matter, and student's response to tutoring. COUNTY reserves the right to review written reports.

Each tutor will participate in a post-test at the end of the semester.

Each tutor will complete participant surveys from the program evaluator.

SAFF tutors will provide academic tutoring and mentoring services to thirty (30) youth referred by COUNTY for two (2) hours per week, or as needed and appropriate, for approximately thirty two (32) weeks.

#### Case Consultants (Educational Champions)

Prior to commencing case consulting, each Educational Champion will:

- complete a pre-test on trauma and effective learning strategies
- watch an on-line video presentation on how trauma affects children's learning
- watch a brief on-line video presentation on effective learning strategies with children of trauma.

Each Educational Champion will maintain a written Educational Case Plan. The Plan will be revised as needed in regard to the student's response and progress.

Each Case consultant will maintain brief reports on each session with a student outlining time, duration, subject matter, and student's response to Educational Case Consulting. COUNTY reserves the right to review written reports.

Each Educational Champion will participate in a post-test at the end of the semester.

Each Educational Champion will complete participant surveys from the program evaluator.

Educational Champions will provide academic Educational Championing and mentoring services to thirty (30) youth referred by COUNTY for approximately 32 weeks, or as needed and appropriate to accomplish the mission.

### **Reporting Requirements**

Reports to Washoe County shall include descriptions of date, time, and duration of time spent on the project by the SAFF Executive Director, the mentor/tutors, and the Case Consultants (Educational Champions).

The following are billable services, when the need is documented, as reviewed and accepted by the Project Manager (WCDSS Educational Services Program Manager):

- Administrative time
- Records Research
- School personnel consultation time
- Project team consultation time
- Data Collection
- Child and Family Team Meetings
- Case Management
- Educational Plan Development, Implementation, and Revisions
- Mentoring of Student(s)
- Educational Guidance Counseling of Student(s)
- Academic Tutoring of Students
- Financial Literacy Training of Students
- Group Educational Socialization Activities
- Transportation time (where excessive travel is necessitated)

## Exhibit B

### NONPROFIT AGENCIES

#### INTRODUCTION

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

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

#### INDEMNIFICATION AGREEMENT

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

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

#### GENERAL REQUIREMENTS

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

#### INDUSTRIAL INSURANCE

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

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

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

### **MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: - N/A.

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

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

### **OTHER INSURANCE PROVISIONS**

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

### **ACCEPTABILITY OF INSURERS**

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

### **VERIFICATION OF COVERAGE**

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

### **SUBCONTRACTORS**

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

### **MISCELLANEOUS CONDITIONS**

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