



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: November 29, 2016

**DATE:** November 2, 2016  
**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:** Award Request for Proposal (RFP) #2991-17 for the Differential Response program for child abuse and neglect cases, to the lowest responsible, responsive proposer, meeting specification, The Children's Cabinet, 1090 S. Rock Blvd., Reno, NV 89502, in the estimated amount up to \$300,000.00 for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, commencing December 1, 2016 through November 30, 2017, with the provision for up to two (2) - one (1) year extensions at Washoe County's option at an approximate annual amount between \$250,000 and \$300,000. (All Commission Districts)

### SUMMARY

Award Request for Proposal (RFP) #2991-17 for the Differential Response program for child abuse and neglect cases, to the lowest responsible, responsive proposer, meeting specification, The Children's Cabinet, 1090 S. Rock Blvd., Reno, NV 89502, in the estimated amount up to \$300,000.00 for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, commencing December 1, 2016 through November 30, 2017, with the provision for up to two (2) - one (1) year extensions at Washoe County's option at an approximate annual amount between \$250,000 and \$300,000  
**Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

On December 17, 2013, the Board of County Commissioners awarded Request for Proposal (RFP) #2875-14 for the Differential Response program for child abuse and neglect cases, to the lowest responsible, responsive proposer, meeting specification, to The Children's Cabinet, 1090 S. Rock Blvd., Reno, NV 89502, in the estimated amount up to \$300,000.00 for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, commencing December 1, 2013 through November 30, 2014, with the provision for up to two (2) - one (1) year

extensions at Washoe County's option, for up to two (2) subsequent years at an approximate annual amount between \$250,000 and \$300,000.

On September 28, 2010 the Board awarded Request for Proposal (RFP) #2749-11 for the Differential Response Program to child abuse and neglect cases, to The Children's Cabinet and authorized the Purchasing and Contracts Administrator to enter into a one (1) year Agreement, commencing October 1, 2010 through September 30, 2011, with the provision for two (2), one (1) year extensions at the County's option, as recommended by staff.

On September 18, 2007 the BCC awarded Invitation to Bid No. 2610-08 for Differential Response Program to child abuse and neglect cases, to The Children's Cabinet, 1090 S. Rock Blvd., Reno NV 89502, in the estimated amount of \$250,000.00 for the first year. It was further recommended that the Purchasing and Contracts Administrator be authorized to enter into an Agreement, for one (1) year, commencing September 19, 2007 through September 18, 2008, with the provision for two (2), one (1) year extensions at the County's option, at an annualized cost for subsequent years between \$250,000.00 and \$400,000.00.

## **BACKGROUND**

Differential Response is an approach to ensuring child safety by expanding the capacity of the community to assist the public child welfare agency to respond to reports of child abuse and neglect. Differential Response provides the opportunity for a broader set of responses for working with families at the first signs of trouble, using innovative partnerships with community-based organizations that can help support families that are in need. Differential Response allows families with children who are in danger of abuse and neglect to be linked to community-based services for early intervention and prevention services. Families referred have a chance to be connected to a community services provider, increasing the chances that children can remain safely at home without the need for formal child protective services (CPS) intervention. The following key principles will guide the proposed Differential Response practice and application:

- Children are safer and families are stronger when communities work together.
- Identifying family issues and stepping in early leads to better results than waiting until a family is in real crisis.
- Families can more successfully resolve issues when they voluntarily engage in solutions, services and supports.

Nevada Revised Statute (NRS) provides for Differential Response when a public child welfare agency determines that an investigation is not warranted and that the agency may forward a report and/or case record information of a particular child and family to a community-based service provider that has entered into a written

agreement with the agency for the purpose of conducting assessments and providing appropriate services that will support, preserve and improve the child's safety and family's well-being and functioning.

Approximately half of the calls taken by CPS meet the policy and statutory guidelines which define a report of abuse or neglect. Once a call has been evaluated and determined to be a report of abuse or neglect, a CPS supervisor will code the report as a Priority Response 1, 2, or 3. Priority 1 reports contain elements that are considered to be present danger and a CPS response must be made within two (2) hours. Priority 2 reports contain elements that are considered to be foreseeable danger and a CPS response is required within two (2) to 12 hours; and Priority 3 reports are determined to be maltreatment indicated with no present safety concerns and a response is required within 12 to 72 hours. Reports forwarded for Differential Response will be limited to Priority 3 reports in the following general categories:

- Educational neglect
- Environmental neglect
- Physical neglect
- Medical neglect
- Improper supervision
- Inappropriate discipline with minor physical injury

Since the implementation of the Differential Response Program in January 2008, eighty percent (80%) of those families served received case management services and counseling services beyond the initial home visit. In addition, this program has contributed to the overall reduction of children placed in the legal custody of the Department and is a front end prevention and diversion strategy.

The provision of Differential Response Services is consistent with the shift by the Department to engage families and support systems to assist families in crisis. Given they are the lowest level of referral, this has allowed for community engagement with the family in an effort to prevent further escalation through initiation of community based services. The provider serves as a community partner versus the traditional mandatory child protective services response which leads to less resistance and increased engagement.

Sealed bids were opened in the Washoe County Purchasing Department on October 6, 2016 at 9 a.m.. The bid was duly advertised in the Reno Gazette Journal and made available thru online services of Demandstar.com, resulting in the receipt of two bids

The Children's Cabinet                      estimated annual amount \$324,866  
1090 S. Rock Blvd., Reno NV 89502

Sequal Family Alliance                      estimated annual amount \$450,000  
1101 W. Moana Lane, Reno, NV 89509

### **FISCAL IMPACT**

The Child Protective Service Fund has sufficient budget authority available within the FY 17 adopted budget in cost centers 280210 in G/L 710100 in support of this award , once finalized, not to exceed \$300,000.

### **RECOMMENDATION**

The Department recommends to the Board award Request for Proposal (RFP) #2991-17 for the Differential Response program for child abuse and neglect cases, to the lowest responsible, responsive proposer, meeting specification, The Children's Cabinet, 1090 S. Rock Blvd., Reno, NV 89502, in the estimated amount up to \$300,000.00 for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, commencing December, 1, 2016 through November 30, 2017, with the provision for up to two (2) - one (1) year extensions at Washoe County's option at an approximate annual amount between \$250,000 and \$300,000

### **POSSIBLE MOTION**

Should the Board approve a possible motion would be to, *“Move to award Request for Proposal (RFP) #2991-17 for the Differential Response program for child abuse and neglect cases, to the lowest responsible, responsive proposer, meeting specification, The Children's Cabinet, 1090 S. Rock Blvd., Reno, NV 89502, in the estimated amount up to \$300,000.00 for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, commencing December, 1, 2016 through November 30, 2017, with the provision for up to two (2) - one (1) year extensions at Washoe County's option at an approximate annual amount between \$250,000 and \$300,000.”*

**Differential Response**  
**Provider AGREEMENT**

THIS Differential Response Program Agreement ("AGREEMENT") is entered into by and between The Children's Cabinet, a Nevada non-profit corporation ("Organization") and The COUNTY OF WASHOE, a political subdivision of the State of Nevada, administered by and through the Washoe County Department of Social Services, ("County").

WITNESSETH

WHEREAS, the County provides for the protection of children under NRS 432B and provides services and efforts towards the prevention and treatment of children who are victims of abuse and neglect; and;

WHEREAS, the County is authorized to designate a differential response to investigate allegations of child abuse and neglect under NRS 432B ("Differential Response Program"); and

WHEREAS, the County is seeking community partners who are able to assess and provide services (defined below) for vulnerable children and families; and

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

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

TERM

1. Upon full execution, this Agreement shall be effective December 1, 2016 and continue

in full force and effect for an initial term ending November 30, 2018 Washoe County, and by delegation to the Washoe County Purchasing Administrator, shall have the sole and exclusive right to renew this Agreement for two (2) successive one (1) year renewal periods commencing December 1, 2017 through November 30, 2019 unless the initial or successive terms are sooner terminated pursuant to paragraphs 12. Each additional renewal period may be subject to the same terms and conditions of this Agreement or, because of a change in circumstances, may be subject to further negotiations.

#### OBLIGATIONS OF ORGANIZATION

2. Goods or Services.

The Organization shall:

a. Receive and assist up to 200 Washoe County families, per year placed at a Priority 3 designation by the Washoe County Department of Social Services to address issues present in the family situation that may place the child/children at risk of abuse or neglect. Each Differential Response staff member will have a maximum of 15 new assessments per month and ongoing services at a maximum of 25 families per month. Differential Response services will be provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. excluding holidays. The Organization will also have a crisis line available after hours and on the weekends. The reports received by the Organization will be coded by the County as a Priority 3 Report, requiring the Organization and its staff to respond no later than 72 hours of receipt of the Priority 3 Report referral. Priority 3 Reports may include, but shall not be limited to, referrals for educational neglect; environmental neglect; physical neglect; medical neglect; improper supervision; and/or inappropriate discipline with minor

physical injury.

b. Initiate a family assessment within 72 hours of receiving the referral, excluding referrals received on or during weekends and holidays.

c. Develop individualized service plans with each family, which shall be prepared in a form and content satisfactory to the County and shall be reviewed and modified to meet the child's and family's developing strengths and needs.

d. Document and report all assessments and services provided to each child and family referred, as required by the County.

e. Maintain established family services resources and formal partnerships with other community agencies to meet the service needs of the families.

f. Ensure access to crisis intervention services for families referred.

g. Administer a client satisfaction tool for use in evaluating and refining services.

h. Utilize tracking processes (including electronic mail) and the state approved data system UNITY to document all services and case information of each client family to evaluate service effectiveness.

i. Employ professional staff who will be able to complete assessments and provide a full range of case management services for assigned cases. All assessments and assigned services shall be performed in compliance with applicable policies and procedures approved by the County, which shall include sufficient information regarding approved assessment instruments, forms and documentation requirements and timeframes for provision of services.

j. Ensure staff assigned to Differential Response will be trained in accordance with statewide requirements including, but not limited to, NCFAS-G certification, identified Nevada Training Partnership Core Training and UNITY.

k. Submit invoices on a monthly basis for direct actual costs incurred for the Differential Response Program in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) during the annual term of this Agreement, based on the Program budget set forth in Exhibit "A" which is attached hereto and incorporated by reference.

l. Ensure policy and procedures related to client confidentiality are in place and that assigned staff document understanding of and compliance with policy and procedure requirements.

m. Attend regularly scheduled meetings with the County to review Differential Response Program effectiveness and implementation status at times and dates to be determined by the parties.

3. Reports.

a. The Organization shall develop a Report delineating services provided, referrals rejected, and outcomes for County staff. The format of the Report shall be approved by the County.

b. The Organization shall finalize the Report and deliver to County staff quarterly by November 1st, February 1st, May 1st and August 1st.

4. Notification of Change of Key Personnel. The Organization shall notify the County in writing of any change in key personnel employed by the Organization who actively perform services pursuant to the Agreement.

5. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with nonprofit agencies to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit "B" which is attached hereto and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that the parties contracting with the County accept and are able to pay for the loss or liability related to



their activities. All conditions and requirements identified in Exhibit "B" shall, except as otherwise agreed in writing between the parties, be completed prior to any payment under this Agreement.

6. Discrimination. In connection with the performance of its obligations under this Agreement, the Organization shall not discriminate against any of its employees, agents or any person applying to the Organization for its services because of race, creed, religion, color, sex, sexual orientation, persons with disabilities, age or national origin.
7. Background Investigation: Each employee of Organization shall submit to a full background investigation pursuant to NRS 179.180 et seq, which includes a criminal history check and finger printing. Organization shall submit to the County, prior to any employee's performance of any service, obligation or duty under this Agreement, documentation that evidences the employee's satisfactory completion of a full background investigation. Employee or the Organization shall be responsible for any cost of the investigation. The discovery of any employee with (a) an undisclosed conviction for a sexual or sexually related offense or a conviction based on an arrest or initial charge for a sexual or sexually related offense; and/or (b) an undisclosed pending arrest or initial charge of a sexual offense or sexually related offense which has not resulted in conviction and was not disclosed may be grounds for immediate termination of this Agreement without prior notice by the County. The arrest, initial charge or conviction of any employee of Organization for a sexual offense or sexually related during the term of this Agreement may be grounds for immediate termination of this Agreement without prior notice by the County.

8. Payment. During the term of this Agreement, and subject to all terms and conditions set forth herein, the County shall reimburse the Organization for actual direct costs associated with the Differential Response Program in an annual amount not to exceed three hundred thousand dollars (\$300,000.00) per year.
9. Training: The County shall identify required training for Organization staff and assist in coordinating that training.
10. Department Liaison: The County shall identify a departmental liaison to work with Organization staff to ensure proper sharing of information and outcomes.
11. Meetings: County staff shall establish standardized meetings to review the Differential Response Program effectiveness and implementation status.

#### TERMINATION

12. Notice. The County or the Organization may terminate this Agreement at any time with or without cause. Except as provided in paragraph 18, termination shall be made by a written Notice of Termination, and shall become effective thirty (30) days after the receipt thereof by the non-terminating party. The notice shall be deemed received three days after mailing by regular mail or immediately upon personal delivery. Any such notice shall be served by mailing or personal delivery to the party's designee at the respective addresses:

P.O. Box 11130

Reno, NV 89520-0027

Attn: Amber Howell,

Director

THE ORGANIZATION:

Children's Cabinet

1090 S. Rock Blvd.

Reno, NV 89502

Attn: Mike Pomi, Executive Director

13. Final Report. In the event this Agreement is terminated by either party, a final report of the type described in paragraph 3 must be prepared by Organization within seven days after the effective date of the termination, setting forth all services provided by Organization from the date of its last report up to and including the effective date of such termination. Any funds not expended by Organization at the time of termination must be returned to the County.

MISCELLANEOUS PROVISIONS

14. Independent Contractor. It is intended by the parties hereto that the Organization perform its obligations hereunder as an independent contractor and not as an agent 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.
15. Assignment/Delegation. The rights and obligations of each party to this

Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

16. 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.
17. Entire Agreement. This document, together with the attached Exhibit A and Exhibit B, comprise 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.
18. Funding Out Clause. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for the payments due to Organization under this Agreement, the County will immediately notify Organization of such occurrence. In such event, this Agreement shall immediately terminate, without penalty or expense to the County, except for any such funds, which are due and payable to Organization hereunder, for which services have been rendered on or before the date of said notice from the County.
19. 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.
20. 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.
21. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this agreement shall be brought in Washoe County. 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.

COUNTY OF WASHOE, by and through its  
Board of Commissioners

By: \_\_\_\_\_  
Michael L. Sullens, C.P.M.  
Purchasing and Contracts Manager

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

Children's Cabinet

By: \_\_\_\_\_  
Executive Director

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

STATE OF NEVADA )

COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2016, before me, the undersigned, a  
Notary Public in and for the County of Washoe, State of Nevada, duly commissioned and  
sworn, personally appeared Mike Pomi, known to me to be the Executive Director of Children's  
Cabinet, who executed the within Agreement and who acknowledged to me that she executed the  
same freely and voluntarily and for the uses and purposes therein stated.

EXHIBIT A

Children's Cabinet Differential Response Program Personnel

DRP Program Director (1.0 FTE)	\$90,126	
DRP Case Manager (3.0 FTE)	\$148,537	
Licensed MFT Counselor(.46 FTE) Total Personnel	\$29,651	\$268,314
Operating Staff Travel	\$6,620	
Staff Phones	\$3,120	
Client Services	\$9,810	
Total Operating		\$19,550
TOTAL Cost of the Program		\$300,000

## 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: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

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

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

## **OTHER INSURANCE PROVISIONS**

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### **ACCEPTABILITY OF INSURERS**

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

#### **VERIFICATION OF COVERAGE**

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

## **SUBCONTRACTORS**

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

## **MISCELLANEOUS CONDITIONS**

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