

**SERVICE AGREEMENT FOR CHILD CARE CONTRACTED SLOTS DELEGATE AGENCY**  
**Between**

**The Children's Cabinet**  
1090 South Rock Blvd.  
Reno, NV 89502  
Contact: Marty Elquist  
Title: Chief Programs Officer  
Phone: 775-856-6200  
Email: [melquist@childrencabinet.org](mailto:melquist@childrencabinet.org)

and

**City of Reno, Parks and Recreation Department, Youth Services Division**  
PO Box 1900  
Reno, Nevada 89505  
Contact: Hillary Schieve  
Title: Mayor  
Phone: 775-334-2260  
Email: [schieveh@reno.gov](mailto:schieveh@reno.gov)

This Service Agreement herein after referred to as "Agreement" is entered into by and between The Children's Cabinet and City of Reno hereinafter referred to as Delegate Agency, to provide subsidy contracted slots for school-age children in compliance with the Department of Health and Human Services hereinafter referred to as DHHS, Division of Welfare and Supportive Services hereinafter referred to as DWSS, and the Child Care Development Program hereinafter referred to as CDDP.

**ARTICLE I: SCOPE OF WORK**

Delegate Agency shall perform the following work under this Agreement within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slot services.

1. Delegate Agency agrees to participate in the Quality Rating Improvement System program as regulated per the Child Care Policy Manual.
2. Delegate Agency agrees to allow parents the unlimited access to the children and to the providers caring for the children during the provider's normal hours of operation and whenever the children are in the providers care.
3. Accept participant's completed and signed Delegate Agency Enrollment Form or Application for Child Care Assistance (2151-WC 05-16), and review for accuracy and completeness. As defined in the State Child Care Policy Manual published by DWSS, determine subsidy eligibility using the criteria listed below:
  - a. Age
  - b. Social Security Number\*
  - c. Citizenship
  - d. Child Immunization
  - e. Residency
  - f. Special Needs
  - g. Relationship
  - h. Identification
  - i. Income & Assets
  - j. Purpose of Care
  - k. Household Composition
  - l. Homeless Status

\*Requested but not required. Has the right to refuse, in writing preferred.

4. Accept the transfer of families from an At-Risk Certificate to a Contracted Slot based on slot availability and the accuracy and completeness of the Application for Child Care Subsidy form as mentioned above.
5. Meet the following timelines
  - a. Request the verification of documents required as per the State Child Care Policy Manual within 10 days from date of the Application for Child Care Assistance (2151-WC 05-16) or Delegate Agency Enrollment Form. The client must be given at least 10 calendar days to provide the required verification.
  - b. Within 10 days of determining eligibility, provide the client with a copy of the Notice of Interim - Eligibility.
  - c. Within 10 days of determining eligibility, forward the Application/Enrollment Form to The Children's Cabinet for entry into the Nevada Child Care System (NCCS). Include the Delegate Agency Income Worksheet or Delegate Agency Cover Sheet/NCCS Input Document.
    - i. After receiving the Notice of Action and Notice of Decision maintain in the client file.
  - d. Submit a new Delegate Agency Income Worksheet or Delegate Agency Cover Sheet/NCCS Input Document to The Children's Cabinet within 10 days of a client reporting changes that affect the original eligibility.
  - e. Notify The Children's Cabinet of a client's termination for subsidy assistance in writing (via email or on the Enrollment Attendance Verification form (EAV)).
6. Train staff and implement changes timely as they occur in accordance with updates of the State Child Care Policy as published by DWSS.
7. Maintain a 95% policy adherence rate or higher as determined through audits by The Children's Cabinet or DWSS.
8. In order to correct noted concerns when policy adherence is determined to be below 95%, the Delegate Agency and The Children's Cabinet will work together to develop corrective action plans that will be implemented and monitored by the Delegate Agency and The Children's Cabinet ECC staff.
9. Provide verbal notification to The Children's Cabinet of any professional or ethical infraction by an employee of the Delegate Agency within one business day of discovery with written summary to follow within two (2) working days.
10. Maintain complete documentation that supports eligibility decisions for each approved eligible child. Eligibility records for children who have received subsidy benefits during the last twelve (12) months must be on site at one location for auditing purposes. The Children's Cabinet will make all final eligibility decisions based on this information.
11. Unless otherwise specified, the Delegate Agency must adhere to the following retention schedule for all records relevant to this agreement as listed below:
  - a. **Eligibility Case Files**- Retain these records for a minimum of five (5) years.
  - b. **Child Attendance Records**- Retain these records of five (5).
  - c. **Billing Records**- Retain these records for a minimum of seven (7) years.

The retention period for all records runs from the date of payment for relevant goods and services by the State, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or complete any administrative and judicial litigation which may ensue.

12. Delegate Agency shall permit The Children's Cabinet and DHHS representatives to monitor program performance during the year. The Children's Cabinet will monitor the agency records at least one (1) time during the year. Agency will further allow access by any authorized State, or Federal official or any duly authorized

representative to any documents related to the program during normal business hours. Upon request, Delegate Agency shall provide The Children's Cabinet and DHHS representative with agency records as it pertains to families receiving funds through the Child Care and Development Program hereinafter referred to as CCDP for auditing purposes.

## ARTICLE II: TERM OF AGREEMENT

Commencing from the date of execution of Agreement, this contract shall be effective from **July 1, 2024 and will remain in effect until December 31, 2024** or extended by mutual written agreement of the Parties. This agreement can also be terminated by either party as set forth in this contract (see Article III. Termination below).

## ARTICLE III: TERMINATION

This Agreement may be terminated by mutual consent of both Parties or unilaterally by either party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

## ARTICLE IV: REIMBURSEMENT RATE

Approved Six Months Reimbursement Amount	Daily Reimbursement Rate
<b>\$207,187.50</b>	\$30 for children five (5) years through twelve (12) years of age, and thirteen (13) through nineteen (19) for children and youth with special health care needs

The Chief of CCDP determines all annual budgets for operation of the Child Care Program including child care pass-through funding. The approved budget will be based on total funding for the Child Care Program for the current fiscal year. The Delegate Agency will be required to adhere to the approved budget.

Modifications to the approved budget must be requested in writing. This request must justify any planned changes in program goals or budget modifications, including planned slot growth if applicable. The Chief of CCDP prior to an expense being obligated must approve budget modifications in writing.

## ARTICLE V: ENROLLMENT ATTENDANCE VERIFICATION & REIMBRUSMENT

The Children's Cabinet shall monitor financial records for your approved budget as prescribed in this Agreement and payments will be made to the Delegate Agency for costs incurred against the approved budget through the CCDP. The Delegate Agency agrees to the following procedures for the processing of financial transactions:

1. Delegate Agency is to submit a signed service agreement prior to issue of payment. Sign a new service agreement annually or more often if necessary due to amendment(s).
2. Delegate Agency is to submit for payment approval the Enrollment Attendance Verification (EAV) billings monthly to The Children's Cabinet before or by the 5<sup>th</sup> business day of each month for timely compensation.
  - a. The EAV must include the service locations name, address telephone number, period covered and the name of the child for which child care payment is requested.
  - b. The EAV must be accurately completed and submitted seeking reimbursement for the entire billing month, when an enrolled and otherwise eligible child attends at least one (1) day of reimbursable actual attendance in the month for which a bill is submitted.
  - c. An authorized person will sign each page of the EAV unless the agency is using electronic means to record attendance.
  - d. Submit registration fee requests on the EAV. Registration fees are reimbursed one (1) payment per calendar year, per child, not to exceed the state maximum limit. Each eligible enrolled child must have at least one (1) day of reimbursable actual attendance for contracted services.

- e. At the discretion of DWSS or The Children's Cabinet, the Delegate Agency's attendance logs may be requested and compared to the EAV submitted by the Delegate Agency. The Delegate Agency is required to cooperate with the review process.
3. Reimbursements will be paid as follows:
  - a. \$30 per day for children five (5) years through twelve (12) years of age (or end of the eligibility Period if child turns age 13 while in the middle of an eligible period);
  - b. \$30 per day for children with special needs thirteen (13) years through nineteen (19) years of age (or end of the eligibility period if child turns age 20 while in the middle of an eligibility period).
4. EAV's not submitted within 60 days from the end of the service month will be considered as stale dated and rejected for payment.
5. Requests for adjustments must be submitted within 60 days after receipt of payment for services provided.
6. Upon approval from The Children's Cabinet, the fiscal department shall make payment directly to the Delegate Agency within 30 business days of receipt of attendance billing.
7. Delegate Agency agrees to bill for reimbursement on a monthly basis, not to exceed the total contract amount, unless the Chief of CCDP approves an exception. Monthly maximum amount is determined by the total contract amount divided by the number of months the Delegate Agency selects to receive the funds. The Delegate Agency must declare, prior to the fiscal year, by checking the box below which method of reimbursement is being used (if nothing is checked, 12 months will be used):
  - ☐ 12 Month Reimbursement
  - ☐ 10 Month Reimbursement
  - ☐ 6 Month Reimbursement
  - ☐ Other \_\_\_\_\_ Month Reimbursement

Should the Agency request reimbursement of the contract amount in less than twelve (12) months, please explain Delegate Agency schedule or reason for not requiring reimbursement for a full 12-months (e.g., partial year program).

#### **ARTICLE VI: ENTIRE UNDERSTANDING**

This Agreement represents the entire arrangement and understanding between the Parties and supersedes all prior oral and written understandings, representations, and discussions respecting this Agreement.

#### **ARTICLE VII: AMENDMENTS**

Amendment to Agreement may be made only upon mutual consent in writing, by the Parties hereto and executed with the same formality attending the original. Executed Agreement, together with any attachments, contains the entire agreement between The Children's Cabinet and the Delegate Agency relating to the rights granted and obligations assumed by the Parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in Agreement are of no force or effect.

#### **ARTICLE VIII: INDEPENDENT CONTRACTORS**

The Parties to this Agreement are acting as independent contractors and independent employers. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties. No party, nor any party's respective officers, directors, employees or independent contractors, shall be construed to be the partner, employee, agent or representative of any other party. No party shall have the

authority to bind any other party in any respect. No party shall exercise control over the methods or procedures to be utilized by any other party, nor shall any party be responsible for the conduct of any other party.

#### **ARTICLE IX: SUBCONTRACTS**

Neither party may assign or delegate all or any part of Agreement without the written consent of both Parties, and executed with the same formality as attending this original.

#### **ARTICLE X: NOTICES**

Any notices required or permitted to be given pursuant to this Agreement shall be in writing and sent by mail or email. Notices shall be deemed to be delivered when received by the party to whom such notice is directed with a confirmation of receipt. All notices shall be forwarded as follows:

City of Reno  
Hillary Schieve, Mayor  
775-334-2260  
[schieveh@reno.gov](mailto:schieveh@reno.gov)

The Children's Cabinet Contact:  
Maria Mendoza, Subsidy Coordinator  
775-856-0135  
[mmendoza@childrenscabinet.org](mailto:mmendoza@childrenscabinet.org)

#### **ARTICLE XI: INSURANCE**

Both Parties agree to maintain, at its own expense, general liability, through a self-funded program, on its employees and officers.

#### **ARTICLE XII: PERMITS AND LICENSES**

Each Party hereto shall be responsible for securing all necessary licenses and permits required for providing the services for which it is responsible as delineated in this Agreement.

#### **ARTICLE XIII: LAW OF VENUE**

Agreement shall be governed by the laws of the State of Nevada.

#### **ARTICLE XIV: MISCELLANEOUS**

##### **A. Limited Liability**

- a. Under no circumstances will the Delegate Agency be liable to The Children's Cabinet or any third party for lost profits, lost opportunities, or any other incidental, special, or consequential damages irrespective of the theory under which such action is brought, whether it was caused or allegedly caused by the negligence of the Delegate Agency, or whether or not the Delegate Agency has been advised of the possibility of such damages. Under no circumstance shall the Delegate Agency's liability to The Children's Cabinet or any third Parties, under any and all provisions of this agreement, including any indemnification provisions or obligations, exceed the total amount actually paid by The Children's Cabinet to the Delegate Agency under this agreement. In no event will the Delegate Agency be liable for any claim arising more than one year prior to the institution of legal proceedings thereon.

##### **B. Indemnification**


- a. Neither party waives any right or defense to indemnification that may exist in law or equity.

##### **C. Exclusive Benefit of the Parties**

- a. This Agreement is not intended to create any rights, powers or interest for any party not participating in this Agreement. This Agreement is entered into for the exclusive benefit of the undersigned Parties.
- D. Non-Discrimination
  - a. In providing services under this Agreement, the Parties shall not discriminate on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation or gender identity or expression.
- E. Waiver
  - a. Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- F. Confidentiality
  - a. WHEREAS, Delegate Agency may have access, view or be provided information, in conjunction with goods or services provided by the Delegate Agency to The Children's Cabinet that is confidential and must be treated and protected as such. NOW, THEREFORE, The Children's Cabinet and Delegate Agency agree as follows:
  - b. DEFINITIONS
    - i. Confidential Information shall mean any individually identifiable information, health information or other personally identifiable information in any form or media.
    - ii. Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.
  - c. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
    - i. Delegate Agency hereby agrees it shall not use or disclose the confidential information provided, viewed, or made available by The Children's Cabinet for any purpose other than as permitted by Agreement or required by law.
  - d. PERMITTED USES AND DISCLOSURES OF INFORMATION BY DELEGATE AGENCY
    - i. Delegate Agency shall be permitted to use and/or disclose information accessed, viewed, or provided from The Children's Cabinet for the purpose(s) required in fulfilling its responsibilities under the Agreement.
  - e. USE OR DISCLOSURE OF INFORMATION
    - i. Delegate Agency may use information as stipulated in the primary Agreement if necessary, for the proper management and administration of Delegate Agency; to carry out legal responsibilities of Delegate Agency; and to provide data aggregation services relating to the health care operations of The Children's Cabinet. Delegate Agency may disclose information if:
      - 1. The disclosure is required by law; or
      - 2. The disclosure is allowed by the Agreement; or
      - 3. The Delegate Agency has obtained written approval from The Children's Cabinet; or
      - 4. Public knowledge at the time of disclosure by The Children's Cabinet to Delegate Agency.
  - f. OBLIGATIONS OF RECIPIENT
    - i. Delegate Agency shall ensure that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Delegate Agency and are contained in Agreement.
    - ii. Appropriate Safeguards. Delegate Agency will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

- iii. **Reporting Improper Use or Disclosure.** Delegate Agency will immediately report in writing to The Children’s Cabinet any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- iv. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Delegate Agency will return or destroy all confidential information created or received by Delegate Agency on behalf of The Children’s Cabinet. If returning or destroying confidential information at termination of Agreement is not feasible, Delegate Agency will extend the protections of Agreement to that confidential information for a period of three (3) years after the Agreement end date. All confidential information of which the Delegate Agency maintains will not be used or disclosed.

IN WITNESS WHEREOF, the Parties hereto have caused Agreement to be signed and intend to be legally bound thereby.

<p><b>City of Reno, Parks and Recreation Department, Youth Services Division</b> Hillary Schieve, Mayor <a href="mailto:schieveh@reno.gov">schieveh@reno.gov</a>; 775-334-2260</p> <p>City of Reno, Clerk</p> <p>City of Reno, Attorney</p>	<p><b>Signature</b></p>	<p><b>Date</b></p>
<p><b>The Children's Cabinet, Inc.</b> Marty Elquist, Chief Programs Officer <a href="mailto:melquist@childrenscabinet.org">melquist@childrenscabinet.org</a>; 775-856-0340</p>	<p><b>Signature</b></p> 	<p><b>Date</b></p> <p>8/26/2024</p>