

CLARK COUNTY, NEVADA
RFQ NO. 606829-23
ALTERNATIVE LIVING SERVICES

EAGLE QUEST
NAME OF FIRM
Dave Doyle, Director of Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3680 North Rancho Drive Las Vegas, Nevada 89130
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 646-5437
(AREA CODE) AND TELEPHONE NUMBER
(702) 396-4193
(AREA CODE) AND FAX NUMBER
<u>ddoyle@eaglequest.us.com</u>
E-MAIL ADDRESS

ALTERNATIVE LIVING SERVICES

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and EAGLE QUEST (hereinafter referred to as PROVIDER), for ALTERNATIVE LIVING SERVICES (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of July 1, 2024 through June 30, 2025 with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, ASK TYPE agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed therein, Exhibit D. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

B. Insurance

PROVIDER shall bill to public and private insurance first for services performed. These may include, but are not limited to, Health Maintenance Organizations (HMO), Exclusive Provider Organizations (EPO), Preferred Provider Organizations (PPO), Point-of-Service plans (POS), High Deductible Health Plan (HDHP) and Nevada Medicaid. PROVIDER shall bill third party payors (e.g. Medicaid, private insurance, etc.) for services provided to youth in the custody of COUNTY within the timeline set by the third-party payor or Medicaid for youth that are Medicaid eligible. COUNTY shall not pay for a claim that is denied for payment by payor source due to untimely billing submitted by PROVIDER. Vendor shall exhaust all payment sources before billing COUNTY.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work and Exhibit D, Fee Schedule Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:

- a) Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b) Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - c) COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: Department of Juvenile Justice Services, Probation Administration, 601-B North Pecos Road, Las Vegas, Nevada 89101.
 9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.
- D. COUNTY'S Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER 'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER 'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER 'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Eboni Washington Deputy Director, telephone number (702) 455-5210 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Department of Juvenile Justice Services
Probation Administration
601-B North Pecos Road
Las Vegas, Nevada 89101

TO PROVIDER: Eagle Quest
3680 North Rancho Drive
Las Vegas, Nevada 89130
admin@eaglequest.us.com

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. Safeguarding of Youth Information and Youth Confidentiality

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of DJJS or the PROVIDER's responsibilities with respect to services provided and purchased as stipulated in this contract.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media.

L. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

- N. Disclosure of Ownership Form
PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.
- O. Authority
COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.
- P. Force Majeure
PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- Q. Severability
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- R. Non-Endorsement
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- S. Public Records
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- T. Price Adjustment Requests
Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All Urban Consumer, U.S. city average. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or five (5) percent for an increase or decrease.
- Suitable Proof:
Print-out of CPI index and calculated increase.

- **Drastic Market Conditions**
Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding five (5) percent. General industry correspondence with regards to market conditions are not suitable proof.
- **Price Decrease**
COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds five (5) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that ASK TYPE has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

U. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

V. Background Checks for Criminal History and Substantiated Child Abuse or Neglect

All costs associated with the criminal history background checks and child abuse and neglect screenings (CANS) shall be at the sole expense of the PROVIDER. PROVIDER understands that all employees who may come into direct contact with youth will be required to submit complete sets of fingerprints and written permission authorizing DJJS or its approved designee to forward those fingerprints to the Central Repository for Nevada Records of Criminal History and the Federal Bureau of Investigation for its report to enable DJJS or its approved designee to conduct an investigation of criminal history. PROVIDER understands that all employees who may come into direct contact with youth will be required to provide written permission to conduct a child abuse and neglect screening. Child abuse and neglect screenings will encompass every state in which the employee has resided during the immediate preceding five (5) years.

All employees who may come into direct contact with youth shall not have any substantiated cases of abuse or neglect of a child and shall not have been convicted of any of the following offenses:

1. Murder, voluntary manslaughter or mayhem;
2. Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
5. Abuse or neglect of a child or contributory delinquency;
6. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
7. Abuse, neglect, exploitation or isolation of older persons or vulnerable persons including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
8. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding seven (7) years;
9. Any offense relating to pornography involving minors including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
10. Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
11. A crime involving domestic violence that is punishable as a felony;
12. A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
13. A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding seven (7) years;
14. Any offense involving the sale, furnishing, purchase, consumption or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding seven (7) years; or
15. An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding seven (7) years.

Any subsequent positive findings of child abuse or neglect, criminal arrests, charges and/or convictions of an employee having direct contact with youth discovered after the initial background check described above shall be reported immediately to DJJS. Immediately means within twenty-four (24) hours or next business day.

X. Religious Activities

1. PROVIDER shall not encourage or engage in any form of religious proselytizing with youth admitted to their program by DJJS. Youth must be given clear and consistent alternatives to any religious and spiritual education.
2. PROVIDER is responsible for providing adult supervision for youth choosing not to attend religious or spiritual services. Adult supervision must be provided in the facility of the PROVIDER or other licensed non-religious resource.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
EAGLE QUEST

By: *Ivan Ray Tippetts* 3/04/2024
IVAN RAY TIPPETTS
Chief Executive Officer DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett* Apr 10, 2024
Jason Patchett (Apr 10, 2024 14:58 PDT)
JASON B. PATCHETT
Deputy District Attorney DATE

EXHIBIT A ALTERNATIVE LIVING SERVICES SCOPE OF WORK

Alternative Living Services is the provision of in-home specialized care, transportation, and other services necessary for the health, safety, and well-being of the youth who cannot live with their families. Alternative Living Services are provided to eligible youth exhibiting maladaptive patterns of behavior, leading to clinically significant impairment or distress that cannot be treated in other less restrictive treatment settings. Youth requiring Alternative Living Services, both male and female, may be already in the community under supervision of an assigned Probation Officer, they may be youth completing a placement, treatment program or correctional component of a Court Order, or may be youth awaiting adjudication by a Court.

Key elements of alternative living include, but are not limited to, skills teaching, therapeutic structure and routine, therapeutic recreation, motivational systems, and behavioral management. Alternative Living Services seek to successfully transition youth to permanent placement by providing cognitive, behavioral, social, vocational, and other skills. Many programs throughout the United States provide other services to address the needs of youth, such as family therapy, employment training, and social, health, and legal services.

PROVIDER shall include treatment modalities (e.g., cognitive-behavioral therapy, cognitive process therapy, multidimensional family therapy, motivational interviewing, creative therapies, dialectical behavioral therapy, motivational incentives, etc.). PROVIDER may accept youth that have intellectual or cognitive disabilities, moderate or severe mental health conditions, chronic medical conditions that may require ongoing monitoring, histories of trauma, have experienced sexual or physical abuse, have had chronic exposure to violence, sexual offending disorders, and other populations served by DJJS.

The prevalence of conduct disorder, post-traumatic stress disorder, and intellectual or cognitive disabilities is disproportionately high for the population served by the Department of Juvenile Justice Services (DJJS). These youth are at greater risk of being involved in governmental systems for longer periods of time and therefore at greater risk for unstable placements and poor overall educational, social and health outcomes long-term. Youth will possess a variety of risk levels for community placement and some youth may require intensive support and supervision to safely engage and to benefit from Alternative Living Services.

Alternative Living Services, may include, but are not limited to, the following elements:

1. Implementation of an evidence-based or evidence-informed treatment approach;
2. Academics;
3. Assessment;
4. Comprehensive and integrated treatment approach;
5. Reunification and family involvement in treatment;
6. Developmentally appropriate programs;
7. Engagement of youth;
8. Qualified staff;
9. Gender and cultural competence;
10. Understanding of Trauma Informed Care;
11. Continuing care that includes specifics on relapse prevention training, aftercare plans, linkage to community resources and follow-up; and
12. Treatment outcomes.

PROVIDER shall provide DJJS with a treatment plan or plan of care, within five (5) business days of admission. The awarded PROVIDER are responsible for providing DJJS with a type- written discharge summary within five (5) business days after the conclusion or termination of services. DJJS requires that the assessment, treatment plan or plan of care, and discharge summary be faxed and/or submitted electronically in a portable document format (.pdf) upon completion to the assigned Probation Officer. Treatment plans and detailed discharge summaries are not required for emergency shelter services.

DJJS will initiate referrals for service(s) and appropriate documentation will be supplied to PROVIDER(s) prior to any service(s) being rendered. This may include prior court reports, documentation from placements, hospitalizations, prior mental health and substance abuse services, school records and any other relevant case material. DJJS is responsible for supplying this documentation, along with concise parameters regarding the intent of the referral. This is in addition to any initial intake paperwork the awarded PROVIDER(s) may require to render services.

Requirements

Knowledge and Skills of PROVIDER and Direct Care Staff

1. Understanding of child/adolescent development.
2. Understanding of impact of abuse/neglect.
3. Behavior management/limit setting in group living situations.
4. Relationship building.
5. Communication skills.
6. Safety, First Aid, CPR.
7. Verifiable experience caring for youth in out of home placement.
8. Knowledge of substance abuse, sexual abuse, permanency, cultural issues, primary families, team building, separation and loss, discipline, effects of care giving.
9. Understanding of and ability to coordinate services and community resources.
10. Specific knowledge of in-home structure, routines and motivational systems.
11. Specific knowledge and skills in alternative discipline techniques and skill acquisition.
12. Verbal de-escalation techniques/physical management.
13. Ability to role model, coach and teach positive parenting skills to facilitate the transition of a youth to a permanent placement.
14. Understanding of educational procedures.
15. Ability to identify presenting problems, establish treatment goals, design and revise treatment methods in the program.
16. Ability to operate and manage a facility to include fiscal, record keeping, community relations, licensing and fire code responsiveness.
17. Understanding of crisis intervention and referral for medical needs, suicidal and assaultive behavior and ability to implement techniques.
18. Knowledge of case file documentation, such as progress notes, treatment plans and periodic reports to DJJS.

Services

1. Provide adult supervision of all youth at all times, twenty-four (24) hours per day.
2. Provide well defined treatment program and milieu that includes, but is not limited to, treatment philosophy, assessment, daily routine, individual and group therapeutic activities, skills teaching, structure, guidance, motivational system and behavioral programming.
3. Initiate contact with the assigned Probation Officer or Probation Supervisor to discuss a youth's progress, functioning levels, skills and longer-term treatments needs of the youth, as necessary.
4. Participates in a face-to-face treatment team meeting on a monthly basis or more frequently upon request of DJJS or the Court.
5. Provide transportation services to necessary appointments or arrange for such transportation in cooperation with assigned Probation Officer.
6. Ensure youth participation in social, recreational and community activities with regular staff monitoring of all off-site activities.
7. Provide for each youth's physical space, clothing and nutritional needs on a continuous and consistent basis.
8. Maintain progress notes on each youth's development, behavior, treatment interventions and progress in targeted areas. Such records shall be made available to DJJS representatives upon request.
9. Evaluate the youth's needs and develop a treatment and discharge plan, subject to the approval of DJJS.
10. Ensure youth receives appropriate medical and mental health services as provided by a qualified professional.
11. Provide quarterly progress report on youth services, as requested by COUNTY, to the assigned Probation Officer relating to functioning levels, strengthening skills and longer-term treatments needs of youth.
12. Structure and daily routines consistent with case plan.
13. Regular contacts with the assigned Probation Officer, including face to face contacts, to participate in the development of case plan.
14. Ensure reasonable contacts with siblings and parents/guardians in accordance with case plan. Coordination and facilitation of services provided by others, including schools, licensed professionals, assigned Probation Officer and other stakeholders.
15. Participate in the reunification plan including parent training, developing parental support network, and home visit consultation pursuant to the case plan.
16. Plan, organize and conduct regular therapeutic community problem solving sessions.
17. Implement and document a plan of intervention pursuant to incident reports.
18. Maintain necessary contact with schools at a frequency to prevent, monitor and correct school-related problems.
19. Reasonable facilitation of contacts between youth and all family members and with other individuals identified as important in the case plan.
20. All direct care PROVIDERS are responsible and trained for implementing the PROVIDER'S treatment program.
21. Provide intensive clinical support, twenty-four (24)-hour on call crisis intervention, case management services, technical assistance to and supervision of all direct care staff.
22. PROVIDER shall have responsibility for revision of program strategies, provision of ongoing youth specific skills and training and problem solving in the facility during home visits and leadership of the treatment team on a day-to-day basis.

Training

PROVIDER must provide or provide access to 40 hours of pre-service and 20-hours of post-licensing training each succeeding year after the date of hire to the following persons: direct care staff, non-licensed direct youth care staff and volunteers; program directors and consultants not holding a valid Nevada license in the helping professions of social work, psychology, marriage and family therapy and psychiatric nursing.

Training shall emphasize skill development, knowledge acquisition, and training needs related to residential treatment of emotionally and behaviorally disturbed youths. Additional training to be provided shall include, but not limited to; substance use/abuse, sexual abuse, cultural issues, permanency, team building, separation, loss and attachment, primary families, discipline, and/or effects of care giving. The 20-hour annual post-licensure training requirement does not include agency orientation classes or training for the purpose of policy/procedure dissemination, first aid and CPR training.

Responsibilities of PROVIDER'S

1. PROVIDER shall meet and comply with national, state, and local licensing regulations and standards during the term of any contract for all services.
2. All PROVIDER employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.
3. PROVIDER shall respond to referrals within three (3) business days of receiving all the requisite information to make a determination if a youth is acceptable for all services.
4. PROVIDER must design its program to be a time limited intervention consistent with the program model.
5. PROVIDER shall participate as a team member with DJJS to jointly identify and evaluate the youth's needs and develop and implement the treatment plan. PROVIDER shall have a written treatment plan within five (5) business days. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive short-term treatment goals, which are measurable, time limited and have monitored outcomes. Discharge planning shall include described strategies and anticipated time of goal achievement.
6. PROVIDER shall assess each youth. The assessment will be updated at least once every 90 days while the youth is receiving services from the PROVIDER.
7. PROVIDER shall submit a monthly written report to DJJS on each youth admitted. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.
8. PROVIDER shall submit a written report from date of admission to the assigned Probation Officer for each youth placed by DJJS at least a quarterly basis. The report shall include the youth's adjustment to the alternative placement, staff, peer group and the community. Included in the report shall be information on the youth's school curriculum and progress, health, parental and relative contact or involvement and progress made in treatment and counseling with the family. The report shall also delineate a discharge plan for the youth. PROVIDERS need to be aware that the report may be filed with the Court or attached to a DJJS court report.
9. PROVIDER will go onsite to provide supervision, consultation, technical assistance, and crisis management.
10. PROVIDER shall provide and document supervision, consultation, technical assistance, and crisis management at a frequency of no less than one onsite visit per month per site.
11. PROVIDER shall provide care, structured therapeutic routine, skills teaching, guidance and behavior management to the youth in care consistent with the case plan and treatment plan

12. PROVIDER shall provide each youth with a minimum of three (3) nutritious meals and reasonably healthy snacks each day and be able to accommodate special diets as authorized by DJJS and/or a court.
13. PROVIDER shall provide supervision and personal care to assure good health of youth in the program and maintain medication log documentation in accordance with NRS 424.0385.
14. PROVIDER shall comply with all statutes and regulations governing the provision of medications.
15. PROVIDER shall furnish each youth with clothing selected and purchased specifically for the youth similar in appearance, quality and quantity to that worn by other youth in the community, if not provided by the youth's guardian or caseworker. Inventory of clothing shall be done periodically to ensure that each youth has an adequate amount of clothing during placement and upon discharge. Inadequate clothing supplies shall be reported to the assigned Probation Officer and documented in the PROVIDER'S care record.
16. PROVIDER shall provide soap, shampoo, toilet paper, facial tissue, skin lotion, deodorant/antiperspirant, and dental hygiene products. Feminine hygiene items shall be provided upon reasonable request. Notwithstanding safety and/or security considerations, shaving equipment, including a mirror, will be provided. Haircuts shall be made available at the sole cost of the PROVIDER. The hygiene needs of all youths shall be met.
17. PROVIDER shall provide adequate bathing facilities and the issuance and exchange of bedding, linens, towels and personal hygiene items. This shall include replacing or professionally sanitizing soiled and unsanitary mattresses.
18. PROVIDER shall furnish transportation to each youth for necessary court hearings, medical, dental and counseling/mental health appointments as well as to specific social, recreational and community activities.
19. PROVIDER shall provide educational services that are accredited by the State in which the alternative living service facility is located. This may take the form of public/private school setting, home bound, home-based, participation in a computer learning program or other types of accredited curriculum.
20. PROVIDER shall set time each school day for study and tutoring assistance.
21. PROVIDER shall assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. The PROVIDER will facilitate academic support as identified via the Individualized Educational Plan (IEP) or school consultations. The assigned Probation Officer shall be notified to participate in any IEP meetings.
22. PROVIDER shall not discharge a youth for those behaviors for which they were referred except for those behaviors the PROVIDER would normally exclude youth at intake or when behavior is escalating and creating a significant danger to the youth or others.
23. PROVIDER shall accept placement of youth regardless of race, color, ethnicity, creed, national origin, or sexual orientation or gender identity or expression (SOGIE), or citizenship status. The referral of youth for placement with the PROVIDER shall be at COUNTY'S discretion.
24. PROVIDER shall permit the removal of any youth in the care of DJJS when DJJS requests such removal.
25. PROVIDER shall work together with DJJS to plan and carry out appropriate plans for the discharge of each youth who has received services. The PROVIDER shall prepare youth for discharge in cooperation with the assigned Probation Officer.
26. Removal of a youth from placement may be initiated by either DJJS or the PROVIDER. The PROVIDER shall request removal of a youth from placement through DJJS. The PROVIDER shall retain physical custody of the youth until such a time as other arrangements for placement are made by DJJS.

Education and Experience Requirements

PROVIDERS shall comply with all applicable federal and state laws including but not limited to Nevada Administrative Code (NAC) 424.165, rules, and regulations applicable to the performance of services contained in their proposal related to education and experience requirements.

Overall management and direct supervisors shall have a minimum of a bachelor's degree in social work, psychology, marriage and family therapy, psychiatric nursing or other closely related field, and a minimum of four (4) years of verifiable experience as a service PROVIDER serving special needs youth.

Direct care PROVIDER shall hold a high school diploma or GED. It is recommended therapeutic care home PROVIDER demonstrate a minimum of two (2) years of verifiable experience caring for youth in out of home placement. Staff members assigned to administrative oversight of the program shall have a minimum of a bachelor's degree.

Licenses

PROVIDER shall maintain and provide upon request current licenses to provide counseling, therapy and/or residential services in the state where services will be provided and to conduct business in that county and state. Licenses to be included are as follows:

- City/Municipality;
- County; and
- State

PROVIDER shall maintain all required licenses and/or permits during the life of any agreement with DJJS and/or Clark County and comply with all rules and regulations of any and all applicable licensing agent or authority.

Eligible Persons

1. DJJS has legal responsibility and/or legal custody of the youth.
2. Youth approved to receive services from DJJS.
3. Youth adjudicated delinquent and placed on formal supervision or probation with DJJS.
4. Youth under the jurisdiction of the 8th Judicial District Juvenile Court for the provision of services.

National Goals

Services provided to youth under this agreement shall be directed toward achievement of one or more of the following goals:

1. Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency and/or delinquency;
2. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency and/or delinquency;
3. Preventing or remedying neglect, abuse or exploitation of youth and adults unable to protect their own interests, or preserving, rehabilitating or uniting families; and/or
4. Preventing or reducing institutional care by providing for community-based, home-based, or other forms of less intensive care.

Referral Procedures

1. All referrals for placement in PROVIDER'S program shall be screened and approved by DJJS prior to admission. Failure to receive prior approval as evidenced by the signed disposition shall impact PROVIDER'S ability to seek reimbursement.

2. The PROVIDER shall screen all potential youth based on PROVIDER's written admission criteria before a youth is placed in the program. Screening may be done by a review of the case record, a summary submitted by DJJS or face-to-face interview with the youth/family and/or Probation Officer.

Records

PROVIDER shall maintain the following individual records for each youth placed by DJJS:

1. All individual records as required by all applicable federal and state laws including Nevada Revised Statute (NRS) 62H.025.
2. Intake information, intake/referral packet and any other assessment(s) related to placement justification.
3. Ongoing assessment of youth's needs for services provided.
4. School records, including school placement, IEP, adjustment to school, academic performance, and behavior.
5. Individual treatment plan and revisions for each youth.
6. Written monthly progress reports.
7. Notes showing progress made toward the goals established in the treatment plan.
8. Type-written incident reports, which must be provided to DJJS Probation Administration and the assigned Probation Officer immediately regarding accident, runaway, absent without leave (AWOL), physical restraint, commission of delinquent acts and any allegations of abuse/neglect.
9. Contacts made with youth's family, school officials, and other agency personnel. Date of contact should be noted.
10. Discharge Summary upon case closure and the reason for closure.
11. Collect and provide outcome data on effectiveness of program.
12. Maintain personnel records per Nevada Revised Statute (NRS) 424.034 or by any other applicable federal and state laws.

Fiscal Responsibility, Records and Monitoring

PROVIDER agrees to maintain, books, records, documents, and other evidence which sufficiently and properly reflect costs of any nature expended in the performance of this RFQ. Records shall be maintained in accordance with generally accepted accounting standards.

Medication Records and Storage

PROVIDER agrees to store medication prescribed and non-prescribed in a locked area and will maintain a medication log that shall include name, dosage, frequency of dosage, reason given and all unusual side effects. PROVIDER will comply with the provisions of NAC 424.560 and NRS 424.0385 for the administration and/or storage of medication.

Program Records

PROVIDER agrees to maintain program records required by DJJS in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, youth and medication records.

Monitoring Records

PROVIDER agrees that any program, record and facility inspection, review, and/or audit including, but not limited to; meetings with consumers, review of service records, review of service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved; in the provision of services, may be conducted at any reasonable time by Federal/State personnel and/or other persons duly authorized by Clark County.

Retention of Records

PROVIDER agrees to retain all books, records, logs and other documentation relevant to this RFQ for three (3) years. Federal, State and County auditors and persons duly authorized by the Clark County shall have full access to and the right to examine and copy any said materials during said period. Disposal of youth records shall include shredding and/or removing any identifying youth data from records.

Responsibilities of DJJS

1. DJJS shall make PROVIDER visits monthly. The Probation Officer will assess the youth's needs and determine if the youth is receiving adequate treatment in accordance with their needs.
2. DJJS shall notify the PROVIDER when any of the following events occur with the parents, guardians or primary caregiver of youth supervised by DJJS and in the care of the PROVIDER: death, serious illness or accident.
3. DJJS shall work jointly with the PROVIDER to plan and carry out appropriate plans for the discharge of each youth in DJJS's care from the PROVIDER's program. DJJS shall furnish the PROVIDER with the information needed to adequately prepare the youth for his/her discharge and subsequent placement.
4. DJJS shall provide the contract PROVIDER with the youth's probation case plan, date of birth and terms and conditions of probation.
5. DJJS shall provide the awarded PROVIDER with the applicable insurance information and/or Medicaid information for youth receiving services.

Discipline and Physical Restraints

1. PROVIDER and/or sub-contractor are prohibited from using corporal punishment as a form of discipline.
2. PROVIDER and/or sub-contractor are prohibited from using any form of demanding or harsh punishment as a form of discipline.
3. PROVIDER and/or sub-contractor are strongly discouraged from practicing physical restraint of youth. Physical restraint of youth may be practiced only if: (a) all methods of verbal and environmental de-escalation have failed, (b) the presenting behavior of the youth demonstrates a clear and present danger to himself, PROVIDER staff or community, (c) PROVIDER and staff have been trained in a nationally recognized model of physical restraint and verbal de-escalation. PROVIDER shall require all direct care staff to complete annual training in a national recognized model of physical restraint and verbal de-escalation of youth, if their policies allow for any form of physical restraint. PROVIDER shall maintain a written physical restraint log documenting each incident of physical restraint as to youth's name, date, time, precipitating circumstances and outcome.
4. Physical restraint of youth may not be associated with or applied as a punishment. PROVIDER and sub-contractor are prohibited from using any mechanical, leather or tie-down restraints of any kind.
5. Physical restraint has the meaning defined in NRS Chapter 433 as amended. PROVIDER shall comply with all sections of NRS Chapter 433 that pertain to physical restraint or environmental deprivation.

Runaways and Absences from Residential Placement

1. PROVIDER shall notify DJJS immediately after a youth has run away or is AWOL from residential placement and contact local law enforcement and report youth as a runaway.
2. The day a youth runs away is counted as the first day in runaway status. PROVIDER shall only be paid or seek reimbursement after receiving written authorization to hold the youth's placement as open for a specific number of authorized days. When the PROVIDER is authorized to hold the placement, the PROVIDER must readmit the youth to the program. Payment will not be made for runaway days if PROVIDER refuses to readmit the youth after the run.

3. Absences for home visits will be reimbursed when they are part of the treatment plan for the youth. Home visit days will be reimbursed for up to ten (10) days per calendar year, per youth. Home visit days must be documented on the monthly bills. Home visit days in excess of ten (10) days will not be reimbursed unless determined to be clinically indicated by DJJS.
4. Absences for medical emergencies shall be reported immediately to DJJS. PROVIDER shall only be paid or seek reimbursement after receiving written authorization to hold the youth's placement as open for a specific number of authorized days.
5. For all other absences, prior arrangements shall be necessary for any payment by DJJS. PROVIDER shall obtain written authorization for such absences from DJJS.

Medical

DJJS will provide the PROVIDER with insurance information on all youth placed by DJJS in a residential facility. This may be a State of Nevada Medicaid card, youth's Medicaid number or other medical coverage at time of placement. PROVIDER is responsible to provide or access routine and emergency medical, dental, optical, mental health, psychological, psychiatric, and medication management services for each youth placed, including dispensing of medication as prescribed by a medical PROVIDER and FDA approved over-the-counter remedies used for temporary medical conditions. Except in emergencies, the PROVIDER shall request prior approval by the parent/guardian and DJJS for medical, dental, optical, mental health, psychological, psychiatric, and medication management services to be provided on behalf of a youth placed by DJJS.

If another insurer or program has the responsibility to pay for medical costs incurred by a Medicaid-eligible individual, that entity is generally required to pay all or part of the cost of the claim prior to Medicaid making any payment. DJJS will only make payment for services with prior written authorization.

Alternative Living Service Categories

1. Specialized Foster Care

Specialized foster care homes offering therapeutic and treatment services are eligible for reimbursement for the costs of room and board, however the costs of therapeutic and treatment services shall be billed to Nevada Medicaid. DJJS will pay the reimbursement rate for the costs of room and board for a youth who qualifies for specialized foster care. Specialized foster care rates are not intended to compensate PROVIDERS for social services (i.e., counseling and therapy, psychological or educational testing, evaluation and assessment). Reimbursement for social services needs outside of room and board shall be billed to Medicaid and go through the Medicaid Utilization Review Process.

Daily maintenance payments are intended to reimburse the caregiver for housing, food, transportation, entertainment and allowance. Youth receiving this level of care are severely emotionally disturbed (SED) youth.

PROVIDER is required to notify DJJS within forty-eight (48) hours when Medicaid has denied therapeutic and treatment services. All correspondence pertaining to status of the denial and/or appeal must be submitted to DJJS. PROVIDERS shall articulate in their proposal the appropriate rate to be charged DJJS until appeal results have been determined, which should match with the Alternative Placement – Level II and Specialized Foster Care.

2. Alternative Placement – Level II

Level II Alternative Placement is intended to compensate PROVIDERS for costs of room and board as well as the provision of social services (i.e., counseling and therapy, psychological or educational testing, evaluation and assessment). Youth receiving Level II services require the PROVIDER to provide care for severely emotionally disturbed youth who have disabling mental or behavioral health needs.

3. Alternative Placement – Level III

Level III Alternative Placement requires awake, adult supervision of all youth, twenty-four (24) hours per day. Youth at this level of care possess needs and behaviors which are considered abnormal for a youth's age, possess unique and challenging mental health needs, needs beyond routine medical care (severe and/or chronic medical problems) and/or other needs which require more time, expertise, and/or supervision on the part of the PROVIDER to provide adequate services to meet the youth's special or intensive needs. Level III services require PROVIDERS to provide care for severely emotionally disturbed youth who have disabling mental or behavioral health needs that cannot be managed without the availability of twenty-four (24)-hour crisis triage, behavior management and clinical interventions from professional staff.

4. Alternative Placement – Independent Living

An Independent Living Program (ILP) is a facility that provides placement, care, support and supervision for youth 16-20 years of age. One of the ILP's goals is to maximize independence and self-determination of youth in the ILP while providing services and assistance with daily activities.

5. Alternative Placement – Emergency Shelter

Emergency shelter care services is a facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary short-term care for youth. Shelter care is short-term care, usually not to exceed 30 days, provided until long-range plans can be made for a youth who have no other safe alternative living arrangement.

Supplemental Costs

DJJS may, upon prior authorization from the Department Head or designee, provide a stipend for special allowances. Special allowances include:

1. Clothing Allowance: Payment up to \$175 per youth, per year.
2. Emergency Special Clothing Allowance: Payment up to \$150 per youth, per year for youth whose clothes are lost or destroyed due to circumstances beyond the youth's control.
3. Books and Education: Payment up to \$300 per youth, per school year, to be used for fees, supplies and/or equipment for interscholastic activities.
4. Graduation Expenses: Payment up to a maximum of \$200 per youth for high school graduation expenses.
5. Supplemental Tuition and Fees: Payment up to \$500 per youth, per year for cost associated with credit retrieval, costs associated with high school equivalency testing, college level classes, vocational classes, technical classes, testing for college readiness/admission and other academic programs.
6. Passport Allowance: Payment for fees associated with obtaining a passport.
7. Infant Diapers: Payment for diapers and/or formula for children of youth in the care of a placement agency and not receiving other forms of assistance for diapers and/or formula.
8. Governmental Documents and Licenses: Payment for actual costs associated with obtaining governmental documents, certificates or licenses.
9. Other: Upon authorization from the Department Head or designee, DJJS may provide other stipends for special allowances that are determined to be necessary to ensure the safety, permanent placement, rehabilitation, educational success and well-being of a youth.

All special allowance rates authorized to be paid by DJJS require the PROVIDER to provide an original receipt to DJJS for payment and shall only be reimbursed for the actual cost.

**EXHIBIT B
ALTERNATIVE LIVING SERVICES
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFQ 606829-23 Alternative Living Services (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PHONE (A/C No. Ext):</td> <td style="width: 25%; border-bottom: 1px solid black;">BROKER'S PHONE NUMBER</td> <td style="width: 25%; border-bottom: 1px solid black;">FAX (A/C No.)</td> <td style="width: 25%; border-bottom: 1px solid black;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4" style="border-bottom: 1px solid black;">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="border-bottom: 1px solid black;">NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS				INSURER(S) AFFORDING COVERAGE			NAIC #
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E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE			NAIC #										
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-bottom: 1px solid black;">INSURER A:</td> <td style="width: 20%; border-bottom: 1px solid black;">3.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B:</td> <td style="border-bottom: 1px solid black;">Company's</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C:</td> <td style="border-bottom: 1px solid black;">Best</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td style="border-bottom: 1px solid black;">Key Rating</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER A:	3.	INSURER B:	Company's	INSURER C:	Best	INSURER D:	Key Rating	INSURER E:		INSURER F:	
INSURER A:	3.												
INSURER B:	Company's												
INSURER C:	Best												
INSURER D:	Key Rating												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE S(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X					PERSONAL & ADV INJURY S(G) 1,000,000 GENERAL AGGREGATE S(H) 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) S(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) S
	<input type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per accident) S
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) S
	<input type="checkbox"/> HIRED AUTOS						S
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER S
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E.L. EACH ACCIDENT S
	<input type="checkbox"/>						E.L. DISEASE - E.A. EMPLOYEE S
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT S
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE S(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFQ NO.606829-23; ALTERNATIVE LIVING SERVICES

9. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFQ No. 606829-23, entitled ALTERNATIVE LIVING SERVICES
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature
STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

EXHIBIT D
Fee Schedule

Alternative Living Service Categories	Price
Specialized Foster Care	\$144.48
Alternative Placement – Level II	\$144.48
Alternative Placement – Level III	\$188.45