

CLARK COUNTY, NEVADA
CONTRACT FOR ADOPTION RECRUITMENT SERVICES
CBE NO. 605396-19

THE ADOPTION EXCHANGE, INC
NAME OF FIRM
Jeff Pelech, Chief Financial Officer
DESIGNATED CONTACT, NAME AND TITLE
14232 E. Evans Ave Aurora, CO 80014
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(303) 755-4756 X241
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
JPelech@adoptex.org
E-MAIL ADDRESS

CONTRACT FOR ADOPTION RECRUITMENT SERVICES

This Contract is made and entered into this 19th day of September 2019, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and THE ADOPTION EXCHANGE, INC. (hereinafter referred to as PROVIDER), for Adoption Recruitment Services (hereinafter referred to as SERVICE).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the SERVICE within the required schedule and with a budget allowance not to exceed \$939,344 annually, including all travel, lodging, meals and miscellaneous expenses; 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 award through June 30, 2020 with the option to renew for four, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

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) for the not-to-exceed amount of \$939,344 annually. See Exhibit A, Attachment 3, Budget Summary and Narrative for additional information. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire SERVICE is completed for the said fee.

B. 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 A, Attachment 2 Workplan.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved 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. The title of the SERVICE as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, SERVICE Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.

- c. 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.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. 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 B.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 B.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 SERVICE.
 6. 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.
 7. Invoices shall be submitted to: Clark County Department of Family Services, Attn: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106.
 8. 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.
- C. 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 SERVICE 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, by written order, make 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, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the SERVICE shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

- 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, Judy Tudor, Assistant Director, Clark County Family Services/, telephone number (702) 455-1328 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 10 working 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 SERVICE 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) 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. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. 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.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the 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. 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.

- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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 bid documents are available for review following the bid opening.
- S. Companies that Boycott Israel
PROVIDER certifies that, at the time it submitted its Bid, 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.

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

COUNTY:
CLARK COUNTY, NEVADA

By: 
JESSICA COLVIN
Chief Financial Officer


9/3/19
DATE

PROVIDER:
THE ADOPTION EXCHANGE, INC.

By: 
JEFF PELECH
Chief Financial Officer

8/7/19
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

8/22/19
DATE

1. Intent:

PROVIDER shall provide Intensive Adoption Recruitment efforts (SERVICES) for seventy-two (72) foster children, referred by the Department of Family Services (DFS), who do not have an identified permanent adoptive resource.

2. Responsibilities of PROVIDER:

The PROVIDER shall:

- A. Hire eight (8) recruiters, provide training, administration and support staff and ensure that the recruiter provides the following services:
- I. Conducts initial referral services by establishing contact with the child's caseworker to introduce the role of Wendy's Wonderful Kids (WWK), gathering initial referral information, establishing a date to begin case file review and scheduling an initial meeting with each child;
 - II. Builds relationships by having, at minimum, monthly meetings with each child in person to develop openness and trust;
 - III. Conducts in-depth case record reviews of existing files to include:
 - a. Date and reason the child entered the system;
 - b. Children's most recent profile and assessment;
 - c. Chronological placement history;
 - d. Significant services provided to the child, currently or in the past;
 - e. Identification of needed services;
 - f. All significant people in the child's life, past and present, including caseworkers, foster parents, attorneys, court-appointed special advocate (CASA) volunteers, teachers, therapists, relatives, mentors, faith-based representatives, extracurricular activity leaders, etc.; and
 - g. Next upcoming court date;
 - IV. Provides family search efforts by implementing the process of identifying, locating, and contacting persons with whom the child already has, or had, a bond or positive relationship with, with the knowledge and approval of the child's caseworker;
 - V. Develops an initial written assessment of each child, and provides updated assessments quarterly to enhance the child-focused plan. Assesses the child's strengths, challenges, desires, preparedness for adoption and whether the child has needs that should be addressed before moving forward with the adoption process. If the child has needs that must be addressed prior to moving forward with the adoption process, PROVIDER will ensure that the recruiter will work with the child's caseworker to have the child's needs met;
 - VI. Provides adoption readiness efforts to address any barriers to child's willingness to be adopted. During the matching process, PROVIDER will ensure that the recruiter assesses whether the family is adequately prepared to meet the needs of the WWK child;
 - VII. Builds a network with persons close to and knowledgeable about the child, such as caseworkers, foster parents, CASA volunteers, teachers, relatives, mentors, faith-based representatives, etc., and maintains regular and on-going contact with them;
 - VIII. Develops a comprehensive recruitment plan or enhances the existing recruitment plan, based on file review, interviews with significant adults, and the input of the child. The plan will be customized and defined by each child's needs. The plan will be reviewed at minimum monthly and updated quarterly; and
 - IV. Maintains case files to document child-focused recruitment efforts.
 - V. Ensure that the WWK recruiter maintain active caseloads of 12-15 children and an average total caseload of 12 children.
 - VI. Each Provider recruiter will add 12 children to caseload (3-4) per month) and introduce each child's permanency team to the WWK model.
 - VII. Ensure that recruiter diligently searches for potential adoptive families among targeted populations and recruitment areas, to include aggressive follow-up with identified contacts.
 - VIII. Ensure that the recruiter has access to child's case records, including electronic case records.
- B. Hire one (1) Family Support Training Coordinator to provide support and education to prospective adoptive families through adoption information classes, webinars and phone line inquiries that help families understand the process and challenges of adopting from foster.
- C. Partner with DFS Staff to deliver pre-service adoption training classes.
- D. Collect, maintain analyze and produce data reports for the project. Post and maintain content on the organization's website including training classes and resource information.

- E. Maintain the appropriate Business License or Certificate of Registration required relative to conducting business or performing work for COUNTY.
- F. Maintain the confidentiality of information received or obtained from COUNTY in accordance with local, state, and federal laws and regulations including NRS Chapter 432B.
- G. Document services delivered in accordance with the COUNTY'S and/or Grant guidelines to provide required information and data for grant reports to include but not limited to performance progress, major activities and accomplishments, problems, significant findings and events, dissemination activities and activities planned for next reporting period, (See Attachment 1, Workplan)
- H. Maintain all records, and other evidence of its performance under this Contract, for a period of (5) years following termination, completion, or expiration of this Contract, and after which PROVIDER makes final payment(s) and all other pending matters are closed. COUNTY shall have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained.
- I. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its principals, officers, employees and agents under this SOW. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- J. Assure that services and all efforts are in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce work products which violate or infringe on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products within the scope of the Services. Permitted or required approval by the COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
- K. PROVIDER shall comply with all applicable government regulations related to the employment and payment of personnel. The PROVIDER shall not discriminate nor allow discrimination against any employee or applicant for employment based on race, color religion, ancestry, disability, sex or national origin.

3. Responsibilities of COUNTY:

COUNTY shall:

- A. Provide a primary contact person for this project and be available to answer questions, and provide guidance and support as needed.
- B. Provide PROVIDER with available background information and documentation for each client referred by COUNTY.
- C. Facilitate interdepartmental communication/education related to referrals to PROVIDER
- D. Coordinate all meetings including scheduling and internal staff attendance.

4. Background Check

PROVIDER shall adhere to the following criminal background/records check requirements:

COUNTY requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:

- i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- ii. Assault with use of firearm or other deadly weapon;
- iii. Crime involving harm to a Child, including Child abuse/neglect and pornography and/ or contributory delinquency;
- iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- v. Domestic violence, including spousal abuse;
- vi. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- vii. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- vii. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
- viii. Upon request by COUNTY, PROVIDER shall provide COUNTY with the Certification of Compliance attached as **Attachment 2**.

EXHIBIT A
SCOPE OF WORK

ATTACHMENT 1
MILESTONESWORKPLAN

PROVIDER plans to expand programs in COUNTY to serve children who are victims of child abuse and neglect with the ultimate stability: a safe family. Funding from this Contract proposal would complete phase one of a larger plan and ignite synergy and collaboration for a full scale rollout of services in Nevada.

Goal 1: Help to stabilize the lives of children in foster care who are victims of child abuse and neglect.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Providing Intensive Recruitment efforts for 72 children in Clark County who are victims of abuse and neglect.	<ol style="list-style-type: none"> After receiving funding, TAE will seek credible and highly recommended individuals to begin the role of Intensive Recruitment Recruiter. Six Intensive Recruiters and one Intensive Recruiter Supervisor will be hired. Recruiters will complete TAE onboarding process. Recruiters will attend trainings to become fully trained in the DTFA model. Recruiters will work with TAE staff to learn intricacies of work. Recruiters will reach out to Clark County caseworkers who have children registered with TAE to discuss Intensive Recruitment services. Recruiter will officially add 12 children to caseload (3-4 kids per month) and introduce each child's permanency team to the model and begin to implement the model including reporting of monthly data and quarterly updates. By building caseloads slowly, recruiters have time to a conduct exhaustive review of the child's case file. 	<p>10/1/19</p> <p>11/1/19</p> <p>10/1/19 (On-going)</p> <p>(On-going)</p> <p>(On-going)</p> <p>Within 90 days of hire</p>	<ol style="list-style-type: none"> Recruiters will receive new hire offer letter from TAE. Recruiters will complete 90-day onboarding task list. Recruiters will receive DTFA training attendance certificate. Supervisor will complete notes on supervision with each recruiter. County caseworkers will complete TAE registration and authorization for services. Recruiter and each child's Trainer will complete DTFA paperwork including: Media Release, Transportation Release, ChildTrends data. Recruiter will conduct diligent search of case file for kin/fictive kin, complete and update child recruitment plan, conduct child recruitment assessment, and complete monthly case notes based on visits with child.

**EXHIBIT A
SCOPE OF WORK**

CBE 605396-19
Adoption Recruitment Services

**ATTACHMENT 1
MILESTONES/WORKPLAN**

Goal 2: Recruit, educate, and train adults on how to be safe and effective/competent caregivers for children who have endured trauma caused by being victims of child abuse and neglect.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
Provide 60 pre- and post-adoption trainings within Clark County to caregivers and professionals.	1. After receiving funding, TAE will seek credible and highly recommended individuals to begin the role of Trainer.	10/1/19	1. Trainer will receive new hire offer letter from TAE.
	2. Trainer will attend training at TCU to become a certified TBRI® practitioner.	10/1/19	2. Trainer will receive TCU training attendance.
	3. Trainer will complete TAE onboarding process.	11/1/19	3. Trainer will complete 90-day onboarding task list.
	4. Trainer will work with current Intensive Recruiter, Trisha Howard to learn about the needs of the families being matched with children on the Intensive Recruitment caseload and provide individualized support to meet their needs.	(On-going)	4. Trainer will create notes and system to record needed information about families.
	5. TAE staff will begin to build relationship with Clark County to establish a presence as pre- and post-permanency support and build awareness of these services in the community.	(On-going)	5. Trainer will keep notes of meetings.
	6. TAE staff will work alongside current Clark County pre-service trainers to offer trainings to families on adoption related issues (grief/loss, attachment/bonding, Trauma Informed Parenting, TBRI® overview). Trainings will occur 4-5x monthly, including weekend and evening sessions.	(On-going)	6. Trainer will log collaboration efforts.
	7. Family Support Trainer will serve families in Clark County with other Family Support services based on the family's individual needs.		7. Trainer will utilize notes and meetings to implement continued support.

ATTACHMENT 2

Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or other deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I _____ hereby certify that _____
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature: _____ Date: _____
(Provider Representative)

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search).

**EXHIBIT A
SCOPE OF WORK**

CBE 605396-19
Adoption Recruitment Services

**ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE**

EXPENSE CATEGORY	ESTIMATED TOTAL EXPENSE
Personnel	\$ 685,670.00
Travel/Training	\$ 41,652.00
Operating	\$ 68,177.86
Equipment	\$ 12,350.00
Contractual/Consultant	\$ 6,000.00
Other Expenses	\$ 48,498.00
Indirect Budget	\$ 76,995.60
ESTIMATED TOTAL EXPENSES	\$ 939,343.46

**EXHIBIT A
SCOPE OF WORK**

**ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE**

Total Personnel Costs		Including Fringe	Total:		
List Staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.					
	Annual Salary	Fringe Rate	% of Time	Months	Amount
Trisha Howard Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in Clark County utilizing an evidence-informed Child-Focused Recruitment Model. (specific program objectives).	\$ 53,586.67	27%	30%	12	\$ 20,448.00
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	\$ 56,000.00	28%	100%	12	\$ 71,412.00
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	\$ 56,000.00	28%	100%	12	\$ 71,412.00
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	\$ 56,000.00	28%	100%	12	\$ 71,412.00
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	\$ 56,000.00	28%	100%	12	\$ 71,412.00
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	\$ 56,000.00	28%	100%	12	\$ 71,412.00

**EXHIBIT A
SCOPE OF WORK**

**ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE**

Total Personnel Costs		Including Fringe	Total:
List Staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.		% of Time	Months
Annual Salary	Fringe Rate	% of Time	Amount
Clark County Recruiter (to be hired) Intensive Recruiter Conduct intensive recruitment services for youth waiting in foster care in the Rural Region utilizing an evidence-informed Child-Focused Recruitment Model.	28%	100%	12 \$ 71,412.00
Intensive Recruiter Manager (to be hired) Intensive Recruiter Manager (to be hired)	27%	20%	12 \$ 15,204.00
Manage the intensive, child-specific recruitment program and provide direct leadership and supervision of staff to ensure fidelity to the WWK recruitment model and successfully achieve grant goals and objectives.	27%	100%	12 \$ 76,020.00
Family Support Training Coordinator (to be hired) Family Support Training Coordinator			
Provide support and education to prospective adoptive families through adoption information classes, webinars, and phone line inquiries that help families understand the process and challenges of adopting from foster care. Partner with Clark County staff to deliver pre-service adoption training classes.	28%	100%	12 \$ 67,380.00
Courtney Lake Data Manager Collect, maintain, analyze and produce data reports for the project. Post and maintain content on the organization's website including training classes and resource information.	32%	5%	12 \$ 3,641.00
Jessica Roe Nevada Director of Programs Lead, oversee, execute and supervise the development, coordination and administration of all program services.	24%	50%	12 \$ 41,479.00
Melody Roe Senior Vice President of Programs Responsible for achievement of financial goals and objectives and increasing operating performance for program services in Utah, Nevada and with the Capacity Building and Engagement Team of AdoptUSKids. Prepare budgets, lead strategic planning, and solve internal issues as they arise.	23%	20%	12 \$ 33,026.00
Total Fringe Cost			Total:
\$ 145,997.00			\$ 685,670.00

EXHIBIT A
SCOPE OF WORK

ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE

<u>Travel/Training</u>	<u>Cost</u>	<u># of Trips</u>	<u># of Days</u>	<u># of Staff</u>	<u>Total:</u>
Identify staff who will travel, the purpose, frequency, and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (54.0 cents) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.					\$ 41,652.00
Out-of-State Travel					\$ 10,440.00
<i>Wendy's Wonderful Kids Summit (Intensive Recruitment Summit), Columbus, OH</i>					
Airfare: Cost per trip (origin & destination) x # of trips x # of staff	\$ 500.00	1		8	\$ 4,000.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$ -
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$ 35.00	1	3	8	\$ 840.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$ 200.00	1	3	8	\$ 4,800.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$ 50.00	1	2	8	\$ 800.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff					\$ -
Parking: \$ per day x # of trips x # of days x # of staff					\$ -
Justification: Six (6) Intensive Recruiters and one (1) Intensive Recruitment Supervisor will be attending a national summit hosted by the Dave Thomas Foundation for Adoption to network with other recruiters and obtain further education on the evidence-informed, child-focused recruitment model. The Family Support Training Coordinator will travel to Fort Worth, TX, to be trainer in the trauma-informed, evidence-based parenting model that will be used to support the placement of children in adoptive families and ensure their success.					
In-State Travel					\$ 31,212.00
<i>Various destinations within NV where the foster children, case workers and adoptive families are located</i>					
Airfare: cost per trip (origin & designation) x # of trips x # of staff					\$ -
Baggage fee: \$ amount per person x # of trips x # of staff					\$ -
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$ -
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$ -
Motor Pool: (\$ car/day + # miles/day x \$ rate per mile) x # trips x # days					\$ -
Mileage: (rate per mile .68 x # of miles per r/trip) x # of trips x # of staff	\$ 16.20	219.0		8.8	\$ 31,212.00
Parking: \$ per day x # of trips x # of days x # of staff					\$ -
Justification: Seven (7) Intensive Recruiters and the NV Director of Programs will be traveling. The Recruiters will be conducting case file mining, visiting the children on their caseloads, the child's case workers and/or permanency teams, and potential adoptive families. The Recruitment Coordinator and Family Support Coordinator will be traveling to carry out recruitment services (i.e., NV Heart Gallery, Wednesday's Child tapings, recruitment events, staff community exhibit tables, support National Adoption Month activities). The NV Director of Programs will be traveling to meet with community partners, support the work of the intensive recruiters, supervise staff based in Washoe County, and meet with county and state leadership to monitor delivery of services. The Family Support Training Coordinator will be traveling to provide pre-service training classes and to meet with families to keep them engaged in the adoption process and/or learn about their needs to help get them connected to resources after placement.					

EXHIBIT A
SCOPE OF WORK

ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE

<u>Operating</u>	Total:	\$ 68,177.86
List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated program supplies should be included. If providing meals, snacks, or basic nutrition, include these costs here.		
Office supplies: \$35 Amount x # of 8.8 FTE staff x 12 months	\$	3,696.00
Occupancy (Rent & Utilities)	\$	57,701.86
Communications	\$	2,640.00
Rent: \$ per month x 12 months x # of FTE	\$	-
Utilities: \$ per quarter x 4 quarters	\$	-
State Phone Line: \$ per month x 12 months x # of FTE	\$	-
Voice Mail: \$ per month x 12 months x # of FTE	\$	-
Conference Calls : \$1,500 Annually Webinar/Conference Call License Fee	\$	1,500.00
Conference Calls: \$215 per month x 12 months	\$	2,640.00
Long Distance: \$ per month x 12 months	\$	-
Email: \$ per month x 12 months x # of FTE	\$	-
<u>Justification:</u>		
<i>Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.</i>		

<u>Equipment</u>	Total:	\$12,350.00
List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. All other equipment costing less than \$5,000 should be listed under Supplies.		
Describe equipment: 8 Laptops for new hires @ \$1500/laptop & 1 LCD Projector @ \$350	\$	12,350.00

EXHIBIT A
SCOPE OF WORK
ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE

Contractual	Total: \$ 6,000.00
Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so.	
Name of Contractors: To be determined after specialized training topics are identified in partnership with Clark County	
Method of Selection: Sole Source	
Period of Performance: July 1, 2019 - June 30, 2020	
Scope of Work: 20 specialized trainings @ \$300/training	
*Sole Source Justification:	
Method of Accountability:	
The performance of each individual consultant will be monitored through participant surveys administered after each training webinar. The Family Support Training Coordinator, with support from the NV Director of Programs, will be responsible for direct supervision of the consultant's work.	
	\$ 6,000.00
	-

Other	Total: \$ 48,498.00
Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as audit costs, car insurance, client transportation, etc. Stipends or scholarships that are a component of a larger project or program may be included here, but require special justification.	
Printing: Training Manual/Brochures	\$ 400.00
Copier/Printer/Software Licenses/Remote Server Access: \$2,200 amount/month x 12 months	\$ 27,000.00
Property and Contents Insurance per year	\$ 8,025.60
Staff Development - TBRI training \$3,500/training @ TCU & \$300/staff local training	\$ 5,900.00
Postage: \$ per month x 12 months	-
Venue Space Rental for 4 in person trainings @ 300/training	\$ 1,200.00
General Program Supplies for Trainer	\$ 500.00
Photography - Video story telling @ \$300 ea	\$ 1,890.00
Diligent Search Engine - \$25 Seneca Search	\$ 1,890.00
Books - Provide literature to prospective adoptive families	\$ 1,260.00
Books - Family Resources Literature for Training	\$ 250.00
	-
	-
Justification: Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures, or public information. Tie budget piece to project deliverables.	

EXHIBIT A
SCOPE OF WORK

ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE

Indirect	Total:	\$ 76,995.00
<p>Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Subrecipients without a negotiated indirect rate with their cognizant federal agency may use a 10% de minimis rate of "modified total direct costs" (MTDC). The de minimis rate is only an option for subrecipients that have never received an approved federally-negotiated indirect cost rate. The MTDC base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward.</p>		
Identify Indirect Expenses		\$ 76,995.00
Add more as necessary and adjust formula in F-112 to reflect changes.		
ESTIMATED TOTAL BUDGET	Total:	\$ 939,343.46



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2019

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 have ADDITIONAL INSURED provisions or 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 Co West Insurance Associates P.O. Box 101387 Denver CO 80250-1387		CONTACT NAME: CoWest Associates PHONE (A/C, No, Ext): (720) 524-9344 FAX (A/C, No): (720) 524-9352 E-MAIL ADDRESS:	
INSURED The Adoption Exchange, Inc. 14232 E. Evans Ave. Aurora CO 80014		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: BCS Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019-20 Phly **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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation - \$1mm/2mm GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1976419	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1mm/2mm
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1976419	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB874416	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber & Privacy Liability Insurance		RPS-P-0600669M	03/01/2019	03/01/2020	Per Claim Sublimit: \$2,000,000 Aggregate Sublimit: \$2,000,000

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

CBE No. 605396-19, Adoption Recruitment Services: Clark County, Nevada is an Additional Insured with respect to General and Automobile Liability. Pursuant to Exhibit B, Insurance Requirements, attached are Automobile & General Liability Endorsement No. 5, and accompanying Form #s CA20480299/Designated Insured; CG20260413/Additional Insured - Designated Person or Organization; CG24040509/Waiver of Transfer of Rights of Recovery Against Others To Us; PIGL005(07/12)/Additional Insured Primary and Non-Contributory Insurance; PICANXAICH002(05/11)/Cancellation Notice to Scheduled Additional Insured or Certificate Holder. Provider's Info: Philadelphia Indemnity Insurance Co., One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403, Phone # (810) 817-7900, Fax # (810) 617-7940. Philadelphia Indemnity Insurance Company has a BEST rating of A++ (Superior). Broker's info: Steve Clemens, CoWest Insurance Associates, P.O. Box 101387, Denver, CO 80250-1387, Phone #(303) 515-4662, Fax # (720) 524-9352.

CERTIFICATE HOLDER **CANCELLATION**

<p>RECEIVED SEP 19 2019</p> <p>Clark County, NV, c/o Purchasing & Contracts Div. 500 S. Grand Central Parkway P.O. Box 551217 Las Vegas NV 89155-1217</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Steve Barton</i></p>
--	--

AGENCY CUSTOMER ID: 00090694

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY CO WEST INSURANCE GROUP		NAMED INSURED The Adoption Exchange, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

No General Liability Deductible, No Automobile Liability Deductible, \$10,000 Umbrella Retention, \$2,500 Cyber & Privacy Liability Deductible.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Clark County, Nevada

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1976419

Additional Insured

Clark County Nevada
State or Political
1600 Pinto Ln Fl 2
Las Vegas, NV 89106-4196

CG2026 - CO - Loc #ALL - ADDL INS PRIMARY & NON-CONTRIBUTORY INS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Effective Date: 07/26/2019

Name of Person or Organization (Additional Insured):

Clark County, Nevada

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- COMMERCIAL CRIME COVERAGE PART**
- COMMERCIAL INLAND MARINE COVERAGE PART**
- COMMERCIAL PROPERTY COVERAGE PART**
- COMMERCIAL AUTOMOBILE COVERAGE PART**

SCHEDULE OF ADDITIONAL INSURED OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
AI	Clark County, Nevada	PO Box 551217
	See Manuscript Endorsement	Las Vegas, NV 89155

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

POLICY CHANGE DOCUMENT

POLICY NO.: PHPK1976419

Philadelphia Indemnity Insurance Company | 18642 Douglas County Ins. Services, Inc. dba

NAMED INSURED The Adoption Exchange Inc

MAILING ADDRESS 14232 E Evans Ave
Aurora, CO 80014-1432

POLICY PERIOD: FROM 05/01/2019 TO 05/01/2020 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 07/26/2019 CHANGE # 5 REVISION # 5

DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

Added:
Additional Insured

Clark County, Nevada
c/o Purchasing & Contracts Division, AI, State or Political
PO Box 551217, Las Vegas, NV 89155
500 S Grand Central Pkwy 4th Fl

CG2404 Waiver of Transfer of Rights of Recovery Against Others to Us

PI-GL-005 Additional Insured Primary & Non-Contributory Insurance

PI-CANXAICH-002 Cancellation Notice to Scheduled
Additional Insured or Certificate Holder with respects to the above

Per the attached

Path ID 13003728

Total Annual
Additional/Return Premium \$ 0.00
NO CHANGE

Total Prorate
Additional/Return Premium \$ 0.00
NO CHANGE

COUNTERSIGNED 8/8/19
(Date)

BY
(Authorized Representative)

Stew
Barber

07/31/2019
Issue Date

Insurance Policy

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/26/2019	Countersigned By:  (Authorized Representative)
Named Insured: The Adoption Exchange Inc	

SCHEDULE

Name of Person(s) or Organization(s): Clark County, Nevada
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Clark County Nevada
State or Political

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Complete Name/Address for AI: Clark County, Nevada

The following is added as additional insured per form CA2048-Additional Insured-Designated Insured:

Clark County, Nevada
c/o Purchasing & Contracts Division, AI, State or Political
PO Box 551217, Las Vegas, NV 89155
500 S Grand Central Pkwy 4th Fl

All other terms and conditions of this Policy remain unchanged.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing 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 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 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 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 Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent 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.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
<i>(Include d.b.a., if applicable)</i>						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
Telephone No:				Email:		
Local Telephone No:				Fax No:		
Nevada Local Street Address: <i>(If different from above)</i>				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

VOCA Grant

Scope of Services – Part Time Management Analyst

DESCRIPTION OF SERVICES:

The Part Time VOCA Management Analyst (PROVIDER) will ensure that all data regarding child victims and services by the Clark County Department of Family Services (OWNER) is monitored in compliance with state/federal subcontract requirements. PROVIDER shall also monitor and analyze data and provide consultation services as required to report on findings.

PROVIDER RESPONSIBILITIES:

PROVIDER SHALL:

- A. Assist in the development and monitoring of grant Scope of Work for program compliance.
- B. Forecast, analyze, and develop management reports based on trends identified for child victims served by Clark County DFS.
- C. Provide consultation services as needed to notify OWNER of anticipated underperformance, non-compliance issues, and forecast of additional services needed.
- D. Maintain and report quarterly statistics on program to meet federal reporting requirements.
- E. Participate in and coordinate data for program.
- F. Provide documentation for and participate in Annual Grant Monitoring.
- G. Maintain all necessary licenses and insurances as required on Terms of Purchase Order or otherwise specified by OWNER.
- H. Comply with background checks as requested by OWNER.
- I. Request and receive permission from OWNER to hire any employee who may work with OWNER's clients. PROVIDER shall not subcontract any portion of this work without written permission of OWNER.
- J. Comply with all terms and conditions of this Purchase Order.
- K. Conform to Grant Funded Requirements to include but not be limited to the following Grant Assurances:
 - (1) NRS 333.705 Notice of Utilization of Current or Former State Employee
 - (2) Comply with all federal and state statutes relating to nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments on 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the Health Insurance Portability and Accountability Act of 1996. OWNER grant assurances attached.
 - (3) Comply with Public Law 103-227, Part C, Environmental Tobacco Smoke (Pro Children Act of 1994).

OWNER RESPONSIBILITIES:

OWNER SHALL:

- A. Provide UNITY and OUTLOOK training.
- B. Provide "shared" desk space not to exceed 5 hours weekly.
- C. Collect data reports from PROVIDER quarterly as required by the VOCA grant.

COMPENSATION/TERMS OF PAYMENT

- A. PROVIDER agrees to submit quarterly progress reports on monitored statistics and evaluation of grant performance measures, with any recommendations for modifications.
- B. Compensation shall be made to PROVIDER on a monthly basis in the amount of \$1,250, with total compensation not to exceed \$15,000. PROVIDER shall submit monthly invoices on or before the 10th of the month following services provided.
- C. OWNER agrees to make payments within 30 days of receipt of the invoice.

This agreement is in effect from July 1, 2019 through June 30, 2020. This agreement is grant funded and may be terminated for cause or convenience by OWNER.

SCOPE OF WORK TO PROVIDE
ADVOCACY AND SUPPORT SERVICES
BETWEEN
CLARK COUNTY BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES (“COUNTY”)
AND
RED ROCK PSYCHOLOGICAL HEALTH, LLC (“PROVIDER”)

1. INTENT

PROVIDER shall provide Advocacy and Support Services to children who may have suffered sexual abuse and their non-offending parents.

2. TERM

The term of the Agreement which includes this Scope of Work (“SOW”) shall be effective July 1, 2020 through June 30, 2021. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this SOW. COUNTY reserves the right to extend this SOW for three (3) months for its convenience. The SOW may be terminated at any time through mutual consent or unilaterally without cause and upon written notice provided ten (10) days prior to date of termination.

3. NOTICE

To constitute notice under the SOW, the parties must address all correspondence in writing to the respective representative below:

To PROVIDER: Red Rock Psychological Health, LLC
 Attention: Melissa Webb
 1515 E. Tropicana, Suite 580
 Las Vegas, Nevada 89119
 Phone: 702-290-2625
 Email: melissawebb@redrockph.com

To COUNTY: Clark County Department of Family Services
 Attn: Administrator of Human Services
 121 South Martin Luther King Boulevard
 Las Vegas, Nevada 89106
 Phone: 702- 455-5484
 E-mail: DFSAdminTeam@ClarkCountyNV.gov

4. RESPONSIBILITIES OF PROVIDER

The PROVIDER shall:

- A. Institute at least one family advocate ("Advocate") to work in collaboration with COUNTY'S advocate will be stationed full time at the COUNTY'S site located in the Southern Nevada Children's Assessment Center ("SNCAC").
- B. Verify that the PROVIDER's Advocate meets the following minimum qualifications:
 - i. Bachelor's Degree or equivalent in the Human Services field or a field related to the work;
 - ii. Experience providing support to children and families desirable;
 - iii. Knowledge of the child welfare and criminal justice system;
 - iv. Working knowledge of Microsoft Word, Excel or other data base management systems.

- C. Ensure that each of PROVIDER's Advocates shall:
 - i. Accept referrals from COUNTY to provide advocacy and support service to child victims and their non-offending parent;
 - ii. Maintain a caseload of at least (15) families to be serviced at any given time;
 - iii. Contact non-offending parent within 24 working hours of COUNTY'S referral;
 - iv. Provide information and referrals to families as needed;
 - v. Assist families to access necessary services, to include assistance with arranging for transportation, filling out of forms, and performing other similar tasks;
 - vi. Provide information to families about the various systems involved in the multi disciplinary team including child welfare, law enforcement, medical, mental health, and court;
 - vii. Provide support to child and non-offending parent prior to and following the sexual abuse forensic medical examination and/or the sexual abuse forensic interview;
 - viii. Remain reasonably accessible to the non-offending parent on the advocate's caseload;
 - ix. Attend court hearings as requested by the family or COUNTY worker;
 - x. Participate in Child and Family Teams and case staffings; and
 - xi. Report to the Child Abuse Hotline any suspicion or knowledge of child abuse or neglect immediately but not longer than within 24 hours.
- D. On a quarterly basis, submit to COUNTY a quality assurance report of services provided on a form provided by COUNTY.
- E. Preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. Failure to maintain confidentiality shall be grounds for immediate termination of this Contract in its entirety and possible prosecution as provided for under local, state, or federal statutes, including NRS 432B.280. Notwithstanding the foregoing, COUNTY, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the PROVIDER which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions.
- F. Have the appropriate Business License required relative to conducting business or performing work for County of Clark, Nevada.
- G. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its 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.
- H. Shall not subcontract the services specified in this Contract without prior written approval of COUNTY. Approval by COUNTY of PROVIDER's request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 nonperformance of work under this Contract by PROVIDER's subcontractor or its sub-contractors.
- I. Conform to Grant Funded Requirements to include but not limited to the following Grant Assurances:
 - i. NRS 333.705 Notice of Utilization of Current or Former State Employee;
 - ii. Comply with all federal and state statutes relating to nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the age

the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the Health Insurance Portability and Accountability Act of 1996.

- iii. Comply with Public Law 103-227, Part C, Environmental Tobacco Smoke (Pro Children Act of 1994).

5. RESPONSIBILITIES OF COUNTY

The COUNTY shall:

- A. Refer COUNTY’S family clients to PROVIDER who may have suffered sexual abuse and their non-offending parents.
- B. Provide PROVIDER information necessary to initiate a referral, on a standardized referral form containing client's demographic information and the detailed reasons for the referral.
- C. Maintain regular contact with PROVIDER's staff on shared cases, to update on case status and participate in case staffing as needed.
- D. Perform a Background Check on the Advocate assigned to provide services to COUNTY.
- E. Provide training to family advocates on the role and responsibilities of multi-disciplinary team members and the service delivery systems to include COUNTY, the court, and medical and law enforcement.
- F. Provide PROVIDER a quality assurance form to be utilized as their quarterly reporting to COUNTY.
- G. Provide training to family service advocate(s) when such training is offered to all members of the Clark County sexual abuse multi-disciplinary team.
- H. Provide workspace for PROVIDER's Advocate at the SNCAC located at 701 North Pecos Road, Las Vegas, NV 89101.

6. COMPENSATION AND TERMS OF PAYMENT

- A. COUNTY agrees to pay PROVIDER for the performance of services as described herein, subject to COUNTY’S fiscal limitation, per COUNTY’S fiscal year with the not to exceed the amount of \$46,000 as issued on purchase order, and upon receipt.
- B. OWNER shall pay PROVIDER for services outlined in this SOW and as follows:

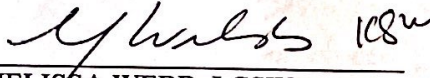
\$20.50	Per hour, plus
\$116.25	Per pay period (bi-weekly)

- C. Provider shall submit a bi-monthly invoice to COUNTY and will include copy of advocate’s time sheet verifying number of hours worked. Charges shall be pro-rated and detailed as such in the invoice and compensated relative to actual services provided by active advocate position. Invoices shall be submitted to the Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106.
- D. All payment of invoices to PROVIDER shall be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the COUNTY’S representative.
- E. The COUNTY’S representative shall notify the PROVIDER in writing within ten (10) calendar days of any disputed amount included on the invoice.
- F. PROVIDER's invoices not submitted to COUNTY within six months from date of services shall be rejected for payment in accordance with NRS 244.250.
- G. COUNTY may terminate this contract for cause or convenience in accordance with the terms of the Purchase Order issued for services.

PROVIDER agrees to this Scope of Work by their authorized representative listed below:

PROVIDER:

RED ROCK PSYCHOLOGICAL HEALTH, LLC

By:  LCSW Date: 10/30/20
MELISSA WEBB, LCSW
Owner

CBE 605141-19
ON-SITE MENTAL HEALTH THERAPY SERVICES

This Agreement is made and entered into this 28th day of February 2019, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and RED ROCK PSYCHOLOGICAL HEALTH, LLC (hereinafter referred to as RED ROCK) to provide On-Site Mental Health Therapy Services.

WHEREAS, the mission of the COUNTY is to provide a coordinated multi-disciplinary, child- sensitive response to allegations of child sexual abuse through a systematic array of investigative and service responses designed specifically to address the child's needs for protection and well-being; provide support to non-offending caregivers; and ensure the effective prosecution of offenders; and

WHEREAS, providing as many services as possible at COUNTY to children who may have suffered sexual abuse during the course of an investigation creates a better, safer, more comfortable environment for the children; and

WHEREAS, RED ROCK has experienced, licensed therapists on staff who have the expertise and are willing and able to provide on-site mental health therapy services to those children who may have suffered sexual abuse.

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

NOW, THEREFORE, the parties agree to the following:

1. RED ROCK agrees to:

- 1.1. Provide mental health therapy services to children who are clients at and referred by COUNTY. RED ROCK will provide professionals who are licensed by the appropriate licensing board who will follow standard, non-experimental protocols.
- 1.2. Notify COUNTY of each child who becomes a RED ROCK client to facilitate scheduling of appointments. RED ROCK shall ensure that it does not accept more than the appropriate number of clients that its professionals can adequately treat.
- 1.3. Bill the client's legal guardian or insurance provider, as appropriate, for the mental health therapy services provided. RED ROCK shall not bill or receive any payment from COUNTY for the mental health therapy services.
- 1.4. Maintain as confidential any information regarding the client in accordance with professional standards and provide the information only after receiving a signed HIPAA release from the legal guardian of the client.
- 1.5. Defend, indemnify, and hold harmless COUNTY and its employees, officers and agents from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that may arise from providing the mental health therapy services described herein.
- 1.6. Maintain insurance coverage as required by COUNTY. See Exhibit 1 - Insurance Requirements, attached hereto.

2. SOUTHERN NEVADA CHILDREN'S ADVOCACY CENTER (COUNTY) agrees to:

- 2.1. Grant RED ROCK a revocable license to use two rooms as therapy offices to meet with clients to provide the services described above during COUNTY's operating hours.
- 2.2. Provide the services of office administrative staff to schedule clients and make reminder phone calls the business day prior to each appointment.
- 2.3. Grant RED ROCK a revocable license to use one or more locking storage filing cabinets to maintain RED ROCK client records at the COUNTY facility. COUNTY shall not have any access to the cabinet and RED ROCK's confidential records therein.
- 2.4. Provide referrals to RED ROCK with the information necessary to initiate therapy quickly to address immediate concerns of each client.

3. MISCELLANEOUS:

- 3.1. It is understood that in the performance of the services described above that RED ROCK is an independent entity and is not an agent, representative or employee of COUNTY. RED ROCK retains the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by RED ROCK. RED ROCK is solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its

CBE 605141-19
ON-SITE MENTAL HEALTH THERAPY SERVICES

employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations an any nature whatsoever.

- 3.2. It is understood that this agreement is nonexclusive and that COUNTY may enter into separate agreements with other entities to provide mental health therapy services.
- 3.3. The term of this agreement is from the effective date of the Agreement through December 31, 2019 with the option to renew for four (4) one-year periods.
- 3.4. Either party may terminate this agreement for its convenience upon 15 calendar days written notice to the other party of its intent to terminate the agreement.
- 3.5. Each party will provide notice to the other party by hand delivery, U.S. mail, or facsimile at the following addresses:

COUNTY: Southern Nevada Children's ADVOCACY Center
 Attn: Program Coordinator
 701 North Pecos Road, Building K1
 Las Vegas, NV 89101

RED ROCK: RED ROCK Psychological Health, LLC
 Attn: Melissa Webb, LCSW
 6402 McLeod Drive, Suite 5
 Las Vegas, Nevada 89120

- 3.6. Neither party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever.
- 3.7. This agreement is entered into in, and will be governed by, the laws of the State of Nevada.
- 3.8. The parties' authorized representatives: Director of the Clark County Department of Family Services and Melissa Webb, Owner of RED ROCK Psychological Health, LLC may, by mutual consent and written agreement, modify subsections 2.1 and 2.4 above.

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

RED ROCK
RED ROCK PSYCHOLOGICAL HEALTH, LLC

COUNTY:
CLARK COUNTY, NEVADA

By: Melissa Webb 2/12/19

 MELISSA WEBB, LCSW DATE
 Owner

By: Adleen B. Stidhum 2/28/19

 ADLEEN B. STIDHUM DATE
 Assistant Director of Administrative Services

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert 2/25/2019

 ELIZABETH A. VIBERT DATE
 Deputy District Attorney

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

- A. **Format/Time:** RED ROCK 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. RED ROCK'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** RED ROCK'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically RED ROCK'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, RED ROCK 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, RED ROCK 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 RED ROCK 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:** RED ROCK 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:** RED ROCK 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 RED ROCK that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that RED ROCK 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 RED ROCK fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order RED ROCK to stop the work, declare RED ROCK in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** RED ROCK is encouraged to purchase any such additional insurance as it deems necessary.

CBE 605141-19
ON-SITE MENTAL HEALTH THERAPY SERVICES

- M. **Damages:** RED ROCK is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by RED ROCK, their subcontractors or anyone employed, directed or supervised by RED ROCK.
- N. **Cost:** RED ROCK 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 RED ROCK'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. RED ROCK'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) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: CBE or RFP Number and Name of Contract (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.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE 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.

CBE 605141-19
ON-SITE MENTAL HEALTH THERAPY SERVICES

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, M. Webb, on behalf of my company, Red Rock Psych Health, 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 CBE No. 605141-19, entitled On-Site Mental Health Therapy 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 12th day of Feb, 19.

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

**SCOPE OF WORK TO PROVIDE FOSTER KINSHIP SERVICES
BETWEEN
CLARK COUNTY, BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES, ("OWNER")
AND
FOSTER KINSHIP ("PROVIDER")**

1. DESCRIPTION OF SERVICES

PROVIDER shall provide Foster Kinship services designed to increase kinship caregiver's capacity to provide safe, stable and nurturing homes for children. Services will include information sessions in preparation of initial kinship licensing requirements, provide access to Kinship Navigation Tool, provide child care for all required licensing classes in order to remove barriers to licensure, and to provide Kinship Navigator Programs services in order to address immediate needs of kinship children, provide families access to financial support, and quickly work towards the most permanent legal status for the families.

2. TERM

The term of this SOW shall be effective on the date the purchase order associated with this SOW is finalized through June 30, 2020 with the option to extend up to one year. During this period, PROVIDER agrees to provide the services as outlined in this SOW. This SOW may be terminated in whole or in part by either party for its convenience upon ten (10) business days written notice to the other party of its intent to terminate the SOW.

3. NOTICE

To constitute notice under the Scope of Work, the parties must address all correspondence in writing to the respective representative below:

TO PROVIDER: Foster Kinship
Attn: Alison Caliendo, Executive Director
4344 W Cheyenne Ave
North Las Vegas, NV 89032
(702) KIN-9988
Email: ali@fosterkinship.org

TO OWNER: Clark County Family Services
Attn: DFS Contracts
121 So Martin Luther King Blvd.
Las Vegas, NV 89106
(702) 455-6151

4. RESPONSIBILITIES OF PROVIDER

The PROVIDER shall:

- A. Provide on-site manager support for all required licensing training, including *Caring for Your Own* training. *Caring for Your Own* training is provided to relatives and fictive kin for initial licensing process per NAC chapter 424, requirements for licensure. All training will be held at the Foster Kinship office located at 4344 W. Cheyenne Avenue, N. Las Vegas, NV. 89032.
- B. Provide Navigator Services. Provide a helpline service and case management to enroll kinship participants for each session, answer questions after the session, ensure accuracy of information

retained, ensure access to financial support, and direct individuals to the appropriate contact with OWNER and community partners.

- C. Provide child care for participants attending required licensing training (e.g. car seat, CPR, QPI classroom)
- D. Provide classroom Kinship Information sessions. The information sessions will be facilitated by the PROVIDER and will consist of material distribution and a question and answer period. A Foster Kinship representative may be available at each session to ensure clients receiving Non-Needy Relative Care (NNRC) and Temporary Assistance for Needy Families (TANF) are participating and to connect clients with their community resources in a timely manner from the date a child is placed in the home.
- E. Provide feedback and assessment to the OWNER regarding each participant's strengths and needs throughout the five-week training sessions.
- F. Be responsible for providing all training resources and materials for each participant.
- G. Provide quarterly reports for services provided as warranted and at the direction or request of the OWNER.
- H. Have the appropriate Business License or Certificate of Registration required relative to conducting business or performing work for OWNER.
- I. Maintain the confidentiality of any client data and information received or obtained from OWNER in accordance with local, state, and federal laws and regulations, including NRS 432B.280.
- J. Maintain all books, records, documents, and other evidence of its performance under this SOW as required by local, state, or federal law. OWNER shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying at any time during the period such records are required to be maintained. Upon termination of contract, records shall be maintained for a period of up to 5 years from termination date or returned to OWNER.
- K. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its principals, officers, employees and agents under this SOW. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.

5. RESPONSIBILITIES OF OWNER

OWNER shall:

- A. Provide PROVIDER a roster of caregivers referred who have an open case with DFS and are current or ICPC caregivers, approximately 15-30 per week.
- B. When available, provide PROVIDER with available background information and documentation for each client referred by OWNER.
- C. Agree that its officers and employees will cooperate with PROVIDER in the performance of services under this SOW and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

6. COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to compensate PROVIDER for the performance of services outlined in this SOW, subject to OWNER's fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the OWNER's fiscal year.

B. OWNER shall pay PROVIDER for services outlined in this SOW as follows:

Description of Service	Rate of Pay
Manager level staff on-site during all training classes	\$3525 / Month
Navigator Services- Provide 30 hours/week	\$2600/Month
Childcare and infant care	\$160.00 per class
Information Sessions	\$250 / per session

- C. PROVIDER shall submit invoices to OWNER for services rendered. Invoices shall be submitted to Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106. Invoice will include documentation to include number of clients served.
- D. All payment of invoices to PROVIDER shall be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
- E. The OWNER's representative shall notify the PROVIDER in writing within ten (10) calendar days of receipt of invoice for any disputed amount included on the invoice.
- F. PROVIDER'S invoices not submitted to OWNER within six months from date of services shall be rejected for payment in accordance with NRS 244.250.
- G. No penalty will be imposed on OWNER if the OWNER fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

7. BACKGROUND CHECKS

- A. OWNER requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:
 - i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
 - ii. Assault with use of firearm or another deadly weapon;
 - iii. Crime involving harm to a child, including child abuse/neglect and pornography and/ or contributory delinquency;
 - iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
 - v. Domestic violence, including spousal abuse; Possession, distribution, or use of any controlled substance or other drug related offence, including DUI within the last 5 years;
 - vi. Abuse neglect, exploitation or isolation of older persons or vulnerable persons; any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
 - vii. Upon request by OWNER, PROVIDER shall provide OWNER with the Certification of Compliance attached as **Attachment 1**.


8. ASSURANCES

The PROVIDER Shall:

- A. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.

PROVIDER agree to this Scope of Work: by their authorized representative listed below:

FOSTER KINSHIP

By: 
Alison C. Liendo, Executive Director

Date: 1/16/2020

ATTACHMENT 1
Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or another deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I, Alison Callendo hereby certify that Foster Kinship
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature: 
(Provider Representative)

Date: 1/16/2020

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search).

**SCOPE OF WORK TO PROVIDE PROSOCIAL SERVICES
BETWEEN
CLARK COUNTY, BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES, ("OWNER")
AND
SPORT-SOCIAL LLC ("PROVIDER")**

1. DESCRIPTION OF SERVICES

The purpose of this Scope of Work ("SOW") with the PROVIDER is to provide Prosocial Activities to improve the well-being of children under the jurisdiction of Clark County Department of Family Services. Services will include an initial evaluation to identify social, emotional and/or behavioral function needs. The Sport-Social Program will focus on teaching specific social and behavioral skills to children creating an individualized education plan for each child referred by OWNER with social and behavioral goals and benchmarks. Services will be completed by PROVIDER'S staff that are licensed and/or certified by the appropriate licensing Board.

2. TERM

The term of this SOW shall be effective on the date the purchase order associated with this SOW is finalized through June 30, 2020 with the option to extend up to one year. During this period, PROVIDER agrees to provide the services as outlined in this SOW. This SOW may be terminated in whole or in part by either party for its convenience upon ten (10) business days written notice to the other party of its intent to terminate the SOW.

3. NOTICE

To constitute notice under the Scope of Work, the parties must address all correspondence in writing to the respective representative below:

TO PROVIDER: Sport-Social
Attn: Kelly Upp
7055 Windy St, Ste. B
Las Vegas, NV 89119
(702) 485-5515\Fax (702) 534-4840
Email: accounting@lvsportsocial.com

TO OWNER: Clark County Family Services
Attn: DFS Contracts
121 So Martin Luther King Blvd.
Las Vegas, NV 89106
(702) 455-6151

4. RESPONSIBILITIES OF PROVIDER

The PROVIDER shall:

- A. Provide Sport-Social Services to approximately 10 children per month in OWNER(s) care.
- B. Ensure that a Board-Certified Behavioral Analyst (BCBA) will do the initial assessment, create goals, supervise monthly, and provide reports on progress quarterly.
- C. Engage in services at the Sport-Social site or in residential and community settings for a minimum of 1 hour per week. Child will have their own 1:1 Registered Behavior Technician (RBT) to assess child's needs and strengths, provide instruction services individually and/or in small groups. Children will work on social, emotional, conversational, behavioral and physical goals that are created by the BCBA.

- D. Schedule appointment for assessment services within five (5) business days of referral by OWNER. The scheduled appointment is required to take place no later than 14 calendar days after referral by OWNER.
- E. Be available for appointments Monday through Friday during the hours of 7:00 a.m. – 6:00 p.m. at the PROVIDER'S address: 7055 Windy St, Suite B, and Las Vegas, NV 89119 or residential or community setting. PROVIDER shall notify OWNER of any changes in location or hours of operation as soon as possible.
- F. Complete a written assessment report on each child no later than ten (10) business days of the last meeting with the client. Assessment written reports shall include the following:
 - i. Identifying Information that is accurate and complete including:
 - a. Client Name
 - b. Unity Case Number
 - c. Client Date of Birth
 - ii. Date of evaluation
 - iii. Examiner's name and credentials
 - iv. Current diagnosis
 - v. Background Information
 - vi. Referral Source/Legal guardian concerns
 - vii. Baseline Data
 - viii. Behavioral Observations
 - ix. Social Skills
 - x. Leisure Skills
 - xi. Annual goals
 - xii. Quarter Goals
- G. At no additional charge, provide OWNER a monthly narrative report addressing the client's progress identifying the following:
 - i. Identifying Information that is accurate and complete including:
 - a. Client Name
 - b. Unity Case Number
 - c. Client Date of Birth
 - ii. Date of Review and service dates Examiner's name and credentials
 - iii. Review of current treatment goals
 - iv. Current diagnosis
 - v. Progress toward treatment goals
 - vi. Current services being provided
 - vii. Brief summary of client's participation in treatment
 - viii. If applicable, additional referrals or recommendations for adjusting treatment goals.
- H. At no additional charge, meet with OWNER no less than quarterly to review services provided and conduct qualitative analyses in order to monitor the success of the services and review efficiency of the process to include logistical matters.
- I. Have the appropriate Business License or Certificate of Registration required relative to conducting business or performing work for OWNER.
- J. Maintain the confidentiality of any client data and information received or obtained from OWNER in accordance with local, state, and federal laws and regulations, including NRS 432B.280.
- K. Maintain all books, records, documents, and other evidence of its performance under this SOW as required by local, state, or federal law. OWNER shall have access to such books, records, documents,

and other evidence for the purpose of inspection, audit, and copying at any time during the period such records are required to be maintained. Upon termination of contract, records shall be maintained for a period of up to 5 years from termination date or returned to OWNER.

- L. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its principals, officers, employees and agents under this SOW. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- M. Assure that services of its efforts are 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. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
- N. Shall not subcontract the services specified in this SOW without prior written approval of OWNER. Approval by OWNER of PROVIDER'S request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER caused by negligent performance or non-performance of work under this SOW by PROVIDER'S subcontractor or its sub-contractors.

5. RESPONSIBILITIES OF OWNER

OWNER shall:

- A. Provide PROVIDER a standard referral form for each client referred.
- B. Provide PROVIDER with available background information and documentation for each client referred by OWNER.
- C. Agree that its officers and employees will cooperate with PROVIDER in the performance of services under this SOW and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

6. COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to compensate PROVIDER for the performance of services outlined in this SOW, subject to OWNER'S fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the OWNER'S fiscal year.
- B. OWNER shall pay PROVIDER for services outlined in this SOW as follows:

SERVICE TYPE	RATE of PAY
Board Certified Behavioral Analyst	\$125.00 / hour
Instructor/Registered Behavioral Technician	\$75.00 / hour
Local mileage to and from provider location and community center. Reimbursement to be paid at current GSA rate	\$.58 per mile

- C. OWNER shall not pay PROVIDER for appointments when the client does not appear for the appointment(s).
- D. OWNER shall not pay PROVIDER for rendered services without a standard referral form from OWNER.
- E. PROVIDER shall submit invoices to OWNER for services rendered. Invoices shall be submitted to Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106.
- F. All payment of invoices to PROVIDER shall be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
- G. The OWNER's representative shall notify the PROVIDER in writing within ten (10) calendar days of receipt of invoice for any disputed amount included on the invoice.
- H. PROVIDER'S invoices not submitted to OWNER within six months from date of services shall be rejected for payment in accordance with NRS 244.250.
- I. No penalty will be imposed on OWNER if the OWNER fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

7. BACKGROUND CHECKS

- A. OWNER requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:
 - i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
 - ii. Assault with use of firearm or another deadly weapon;
 - iii. Crime involving harm to a child, including child abuse/neglect and pornography and/ or contributory delinquency;
 - iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
 - v. Domestic violence, including spousal abuse; Possession, distribution, or use of any controlled substance or other drug related offence, including DUI within the last 5 years;
 - vi. Abuse neglect, exploitation or isolation of older persons or vulnerable persons; any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
 - vii. Upon request by OWNER, PROVIDER shall provide OWNER with the Certification of Compliance attached as Attachment 1.

8. ASSURANCES

The PROVIDER Shall:

- A. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.

PROVIDER agrees to this Scope of Work by their authorized representative listed below:

SPORT-SOCIAL

By:  Date: 1/14/20
Andrew Devitt

ATTACHMENT 1
Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or another deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I Andrew Devitt hereby certify that see list below
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature: Andrew Devitt
(Provider Representative)

Date: 4/14/20

Bryanna Curiel
Jamie Edelman
Joseph Hunt

Jenicho Smith
Andrew Devitt

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: NCIC (National Crime Information Center), SCOPE II (Shared Computer Operation for Protection and Enforcement), and CANS (Child Abuse and Neglect Search).

**SCOPE OF WORK TO PROVIDE PROSOCIAL SERVICES
BETWEEN
CLARK COUNTY, BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES, ("OWNER")
AND
SPORT-SOCIAL LLC ("PROVIDER")**

1. DESCRIPTION OF SERVICES

The purpose of this Scope of Work ("SOW") with the PROVIDER is to provide prosocial and enrichment activities to children referred by the OWNER who has been socially and behaviorally impacted by the onset of COVID-19. Services will include an initial evaluation to identify social, emotional and/or behavioral function needs. The Sport-Social Program will focus on teaching specific social and behavioral skills to children creating an individualized education plan for each child referred by OWNER with social and behavioral goals and benchmarks. Services will be completed by PROVIDER'S staff that are licensed and/or certified by the appropriate licensing Board.

2. TERM

The term of this SOW shall be effective on the date the purchase order associated with this SOW is finalized through June 30, 2021 with the option to extend up to one year. During this period, PROVIDER agrees to provide the services as outlined in this SOW. This SOW may be terminated in whole or in part by either party for its convenience upon ten (10) business days written notice to the other party of its intent to terminate the SOW.

3. NOTICE

To constitute notice under the Scope of Work, the parties must address all correspondence in writing to the respective representative below:

TO PROVIDER: Sport-Social
Attn: Kelly Upp
7061 West Arby Ave Suite 170
Las Vegas, NV 89113
(702) 485-5515\Fax (702) 534-4840
Email: accounting@lvspartsocial.com

TO OWNER: Clark County Family Services
Attn: DFS Contracts
121 So Martin Luther King Blvd.
Las Vegas, NV 89106
(702) 455-6151

4. RESPONSIBILITIES OF PROVIDER

The PROVIDER shall:

- A. Provide Sport-Social Services to children as referred by foster parents and/or caseworkers. Sport-Social will provide services for up to 40 kids per week.
- B. Provide services in group setting designed for children in Foster Care with higher level of skill sets.
- C. Children in group or private setting shall be provided up to two (2) hours per week in Pro-social Activities.
- D. Sport-Social staff will provide an initial assessment to determine goals, supervise to ensure progress is

- being made, and daily session notes will be taken.
- E. Engage in services at the Sport-Social site ~~or in residential and community settings~~ for a minimum of 1 hour per week. Child will have their own 1:1 Registered Behavior Technician (RBT) to assess child's needs and strengths, provide instruction services individually and/or in small groups. Children will work on social, emotional, conversational, behavioral and physical goals ~~that are created by the BCBA.~~
 - F. Schedule appointment for assessment services within five (5) business days of referral by OWNER. The scheduled appointment is required to take place no later than 14 calendar days after referral by OWNER.
 - G. Be available for appointments Monday through Friday during the hours of 7:00 a.m. – 6:00 p.m. at the PROVIDER'S address: 7061 West Arby Ave, Suite 170, Las Vegas, NV 89113 or residential or community setting. PROVIDER shall notify OWNER of any changes in location or hours of operation as soon as possible.
 - H. At no additional charge, meet with OWNER no less than quarterly to review services provided and conduct qualitative analyses in order to monitor the success of the services and review efficiency of the process to include logistical matters.
 - I. Have the appropriate Business License or Certificate of Registration required relative to conducting business or performing work for OWNER.
 - J. Maintain the confidentiality of any client data and information received or obtained from OWNER in accordance with local, state, and federal laws and regulations, including NRS 432B.280.
 - K. Maintain all books, records, documents, and other evidence of its performance under this SOW as required by local, state, or federal law. OWNER shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying at any time during the period such records are required to be maintained. Upon termination of contract, records shall be maintained for a period of up to 5 years from termination date or returned to OWNER.
 - L. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its principals, officers, employees and agents under this SOW. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
 - M. Assure that services of its efforts are 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. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - N. Shall not subcontract the services specified in this SOW without prior written approval of OWNER. Approval by OWNER of PROVIDER'S request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER caused by negligent performance or non- performance of work under this SOW by PROVIDER'S subcontractor or its sub-contractors.

5. RESPONSIBILITIES OF OWNER

OWNER shall:

- A. Provide PROVIDER a standard referral form for each client referred.
- B. Provide PROVIDER with available background information and documentation for each client referred by OWNER.
- C. Agree that its officers and employees will cooperate with PROVIDER in the performance of services

under this SOW and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

6. COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to compensate PROVIDER for the performance of services outlined in this SOW, subject to OWNER’s fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the OWNER’s fiscal year.
- B. OWNER shall pay PROVIDER for services outlined in this SOW as follows:

SERVICE TYPE	RATE of PAY
Instructor/Registered Behavioral Technician	\$75.00 / hour
SERVICE TYPE IN GROUP SETTING	RATE of Pay
2:1	\$50.00 /hour
4:1	\$35.00 /hour
6:1	\$30.00 /hour

- C. OWNER shall not pay PROVIDER for appointments when the client does not appear for the appointment(s).
- D. OWNER shall not pay PROVIDER for rendered services without a standard referral form from OWNER.
- E. PROVIDER shall submit invoices to OWNER for services rendered. Invoices shall be submitted to Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106.
- F. All payment of invoices to PROVIDER shall be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER’s representative.
- G. The OWNER’s representative shall notify the PROVIDER in writing within ten (10) calendar days of receipt of invoice for any disputed amount included on the invoice.
- H. PROVIDER’S invoices not submitted to OWNER within six months from date of services shall be rejected for payment in accordance with NRS 244.250.
- I. No penalty will be imposed on OWNER if the OWNER fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

7. BACKGROUND CHECKS

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Agreement within thirty (30) days of the execution of this Agreement and prior to any direct contact with referred child(ren) prior to the commencement of such services.
- B. A complete background check will include having the person’s information (i.e. fingerprints) searched through the following databases:
 - i. NCIC (National Crime Information Center),
 - ii. NCJIS (Nevada Criminal Justice Information System)
 - iii. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - iv. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).

- C. OWNER requires that a PROVIDER or an employee or agent of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed in Attachment 1.
- D. PROVIDER will provide OWNER with a signed Certification of Compliance, Attachment 1 for PROVIDER and each employee or agent prior to that person having any direct contact with referred child(ren).
- E. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this Agreement will result in suspension of services and/or termination of agreement.

8. ASSURANCES

The PROVIDER Shall:

- A. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.

PROVIDER agrees to this Scope of Work by their authorized representative listed below:

SPORT-SOCIAL

By: 
Andrew Devitt

Date: 10/6/20

ATTACHMENT 1

Certification of Compliance with Background Check Requirements

Clark County requires that a provider of services to children in the custody of the Clark County Department of Family Services ("DFS") or a provider's employee or agent are subject to an adequate background check¹ to ensure that the provider and/or provider's employees or agents who come in contact with children referred by DFS do not have any of the criminal convictions, charges or pending charges for any of the following:

1. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
2. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Battery which results in substantial bodily harm to the victim;
5. Battery that constitutes domestic violence that is punishable as a felony;
6. Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
7. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
8. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
9. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
10. 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;
11. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
12. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
13. Abuse, neglect, exploitation, isolation or abandonment 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; or
14. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or

In addition, the provider must check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where the provider or provider's employee or agent has resided in the last five

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC (National Crime Information Center)**, **NCJIS (Nevada Criminal Justice Information System)**, **SCOPE II (Shared Computer Operation for Protection and Enforcement)**, and **CANS (Child Abuse and Neglect Search in Nevada and in any other state where the provider or provider's employee or agent has resided during the last five (5) years)**.

(5) years to determine whether there has been a substantiated report of child abuse or neglect made against the provider or the provider's employee or agent within the immediately preceding 5 years.

I, Andrew Devitt hereby certify that Sport-Social Staff
Provider Representative Provider/Employee/Agent

has been subject to the background check required by this Agreement, and this individual has no criminal convictions, charges, or pending charges listed above and has no substantiations of child abuse or neglect in the last five (5) years in Nevada or in any other state in which the individual has resided during that time period.

Signature: Andrew Devitt Date: 10/6/20



Clark County Purchasing
 500 S Grand Central Parkway
 Las Vegas NV 89155,
 Phone:(702) 455-2897,Fax:(702) 386-4914
 Tax ID No. 88-6000028

R e v i s e d

Purchase Order 4800009825-012

Page 1 of 2

Order Date	05/27/2020
Last change date	05/27/2020
Payment Terms	Net 30 Days
Buyer	Susan L Tighi
Phone	702-455-2724
Required Delivery Date	11/30/2020
Inco Terms	DESTINATION - FREIGHT PREPAID
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	RAJNESH NARAYAN
Phone Number	

Vendor Address
Vendor Number:524480 NEURORESTORATIVE % CAREMERIDIAN, LLC 163 TECHNOLOGY DRIVE, SUITE 200 IRVINE CA 92618 Fax:: 949-336-1982
Billing Address
CLARK COUNTY DEPARTMENT OF FAMILY SERVICES 121 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89106-4309
Delivery Address
CLARK COUNTY DEPARTMENT OF FAMILY SERVICES 121 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89106-4309

DO NOT SEND THE PO TO VENDOR *

Per SOW dated 3/11/2020

This PO is not-to-exceed the total amount or the expiration date shown. Services will be ordered on an as needed basis. PO term: through June 30, 2020.

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	VOCA-COMPANION SITTER SERVICES -2031	50,000.00	USD	1.00 / USD	50,000.00
<p>Submit invoices documenting daily hours of service with identifying youth number and amount to be reimbursed to:</p> <p>DFSFISCALSERVICES@CLARKCOUNTYNV.GOV CC: Deborah.Watson@ClarkCountyNV.gov</p> <p>Corresponding referral forms must accompany invoices.</p> <p>*** Item partially delivered ***</p>					
					Total \$ 50,000.00



Clark County Purchasing
500 S Grand Central Parkway
Las Vegas NV 89155,
Phone:(702) 455-2897,Fax:(702) 386-4914
Tax ID No. 88-6000028

R e v i s e d

Purchase Order 4800009825-012

Page 2 of 2

INSTRUCTIONS TO SUPPLIER:

NOTE: All invoices must be submitted on a timely basis with the appropriate Purchase Order referenced.

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference, unless otherwise reference is made to a specific bid or contract. A complete copy of the Terms and Conditions is available through the County's website at www.ClarkCountyNV.gov/Purchasing. Clark County is an advocate and encourages the economic prosperity of all disadvantaged groups in the business community, and promotes open, fair and honest competition in all purchasing activities. If you have any questions concerning how to prepare a bid, information that is available to you; or you would like to discuss business opportunities with Clark County, please contact the Purchasing/Business Development Division, at telephone number (702) 455- 7155.

SIGNATURE

DATE: 05/27/2020

A handwritten signature in black ink, appearing to read "S. Tighi".

Susan L Tighi
PHONE :702-455-2724

**SCOPE OF WORK TO PROVIDE COMPANION SITTER SERVICES
BETWEEN
CLARK COUNTY, BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES, ("OWNER")
AND
NEURORESTORATIVE FOR KIDS ("PROVIDER")**

1. DESCRIPTION OF SERVICES

The PROVIDER will provide staff who will act as Companion Sitters for the Department of Family Services (DFS) youth who require constant supervision and care. Companion Sitters shall be provided on an as needed basis until such time as the youth is placed in another acceptable living situation, as approved by DFS.

2. TERM

The term of this SOW shall be effective on the date the purchase order associated with this SOW is finalized through June 30, 2020 with the option to extend up to two (2) one-year periods. During this period, PROVIDER agrees to provide the services as outlined in this SOW. This SOW may be terminated in whole or in part by either party for its convenience upon ten (10) business days written notice to the other party of its intent to terminate the SOW.

3. NOTICE

To constitute notice under the Scope of Work, the parties must address all correspondence in writing to the respective representative below:

TO PROVIDER: Care Meridian, LLC
DBA: NeuroRestorative For Kids
Attn: Justin Lee
163 Technology Drive, Suite 200
Irvine CA 92618
P (949) 794-0787 / C (626) 222-9865
Email: justin.lee@neurorestorative.com

TO OWNER: Clark County Family Services
Attn: DFS Contracts
121 So Martin Luther King Blvd.
Las Vegas, NV 89106
(702) 455-6151

4. RESPONSIBILITIES OF PROVIDER

The PROVIDER shall:

- A. Provide Companion Sitter Services to approximately 10 children per month in OWNER(s) care.
- B. Engage in services at residential and community settings.
- C. Child will have their own 1:1 Companion Sitter.
- D. Schedule appointment for services within five (5) business days of referral by OWNER. The scheduled appointment is required to take place no later than 14 calendar days after referral by OWNER.

- E. Be available for appointments Monday through Friday during the hours of 7:00 a.m. – 6:00 p.m. at the PROVIDER'S address:

NeuroRestorative For Kids
 Attn: Robbie Williams
 7690 Carmen Blvd
 Las Vegas, NV 89128
 P (702) 255-7399

NeuroRestorative For Kids
 Attn: Michael Mavromatis
 3391 N. Buffalo Dr
 Las Vegas, NV 89129
 P (702) 800-8865

or community setting. PROVIDER shall notify OWNER of any changes in location or hours of operation as soon as possible.

- F. Maintain the confidentiality of any client data and information received or obtained from OWNER in accordance with local, state, and federal laws and regulations, including NRS 432B.280.
- G. Shall not subcontract the services specified in this SOW without prior written approval of OWNER. Approval by OWNER of PROVIDER'S request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER caused by negligent performance or non-performance of work under this SOW by PROVIDER'S subcontractor or its sub-contractors.

5. RESPONSIBILITIES OF OWNER

OWNER shall:

- A. Provide PROVIDER a standard referral form for each client referred, EXHIBIT I.
- B. Provide PROVIDER with available background information and documentation for each client referred by OWNER.
- C. Agree that its officers and employees will cooperate with PROVIDER in the performance of services under this SOW and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

A. COMPENSATION AND TERMS OF PAYMENT

OWNER agrees to compensate PROVIDER for the performance of services outlined in this SOW, subject to OWNER's fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the OWNER's fiscal year.

- B. OWNER shall pay PROVIDER for services outlined in this SOW as follows:

SERVICE TYPE	RATE of PAY
Companion Sitter Services	\$15.00 / hour

- C. OWNER shall not pay PROVIDER for appointments when the client does not appear for the appointment(s). OWNER shall not pay PROVIDER for rendered services without a standard referral form from OWNER.
- D. The Purchasing and Contracts Division will issue a purchase order(s) which will authorize the contractor to deliver and invoice for the product(s) and/or service(s) offered. A purchase order must be issued prior to the commencement of services. Purchase Order(s) issued shall be governed by the Clark County P.O. Terms and conditions located at www.clarkcountynv.gov/purchasing.

- E. PROVIDER shall submit invoices to OWNER for services rendered. Invoices shall be submitted to Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106.
- F. All payment of invoices to PROVIDER shall be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
- G. The OWNER's representative shall notify the PROVIDER in writing within ten (10) calendar days of receipt of invoice for any disputed amount included on the invoice.
- H. PROVIDER'S invoices not submitted to OWNER within six months from date of services shall be rejected for payment in accordance with NRS 244.250.

6. BACKGROUND CHECKS

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Agreement within thirty (30) days of the execution of this Agreement and prior to any direct contact with referred clients prior to the commencement of such services.
- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 - a) NCIC (National Crime Information Center),
 - b) NCJIS (Nevada Criminal Justice Information System)
 - c) SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - d) CANS (Child Abuse and Neglect Search in Nevada and in any state the employee has resided during the last (5) years).
- C. OWNER requires that a PROVIDER or an employee of a PROVIDER shall not have any of the criminal convictions, charges or pending charges outlined in Attachment 1.
- D. PROVIDER will provide OWNER with a signed Certification of Compliance, Attachment 1 for each employee prior to the any direct contact with referred clients.
- E. Failure to complete background checks on all employees engaged in providing services under this agreement will result in suspension of services and/or termination of agreement.

7. ASSURANCES

The PROVIDER Shall:

- A. Comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. Comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.
- C. Comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e)
- D. Recognizes that this agreement is grant funded and if such funding becomes unavailable, this agreement may be cancelled with 30 days advance notice. Expenses incurred before the termination date shall be paid if provided an appropriate invoice and documentation before any given termination date.

PROVIDER agrees to this Scope of Work by their authorized representative listed below:

NEURORESTORATIVE

By:  William

Date: 3-11-2020

ATTACHMENT 1

Certification of Compliance with Background Check Requirements

Clark County requires that a provider of services to children in the custody of the Clark County Department of Family Services (“DFS”) or a provider’s employee or agent are subject to an adequate background check¹ to ensure that the provider and/or provider’s employees or agents who come in contact with children referred by DFS do not have any of the criminal convictions, charges or pending charges for any of the following:

1. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
2. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Battery which results in substantial bodily harm to the victim;
5. Battery that constitutes domestic violence that is punishable as a felony;
6. Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
7. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
8. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
9. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
10. 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;
11. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
12. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
13. Abuse, neglect, exploitation, isolation or abandonment 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; or
14. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or
15. In addition, the provider must check , “Statewide Central Registry” means the Statewide Central Registry for the Collection of Information Concerning the Abuse or Neglect of a Child established by NRS 432.100. to determine whether there has been a substantiated report of child abuse or neglect made against the employee or agent of provider.

¹ An adequate background check includes having the person’s information (i.e. fingerprints) searched through the following databases: NCIC (National Crime Information Center) NCJIS (Nevada Criminal Justice Information System), SCOPE II (Shared Computer Operation for Protection and Enforcement), and CANS (Child Abuse and Neglect Search in Nevada and in any other state where the provider or provider’s employee or agent has resided during the last five (5) years).

In addition, the provider must check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where the provider or provider's employee or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against the provider or the provider's employee or agent within the immediately preceding 5 years.

I Robbie D Williams hereby certify that New Restorative 4 Kids employee
Provider Representative Provider/Employee/Agent

has been subject to the background check required by this Agreement, and this individual has no criminal convictions, charges, or pending charges listed above and has no substantiations of child abuse or neglect in the last five (5) years in Nevada or in any other state in which the individual has resided during that time period.

Signature:  Date: 3-11-2020

CBE 605500-19
 CARE COORDINATION AND IN-HOME FAMILY SUPPORT SERVICES
 FEE SCHEDULE CHANGE

Project Name	GBE No.	Entity	Date
Care Coordination and In-Home Family Support Services	605500-19	Boys Town of Nevada	

Change No.	Purchase Order No.	Outline Agreement No.			
1	4800009866	4610007053			


You are hereby directed to replace Scope of Work Attachment 3 with the attached Scope of Work Attachment 3 page A-11 and Remove Exhibit A, Attachment 4 . To be effective July 1, 2020.

Description	TOTAL
CONSIDERATION AND COMPENSATION FOR THE REVISED FEE SCHEDULE	\$0.00
Total	\$0.00

1. Original Contract Not-to-exceed Annual Amount:.....	\$179,150.00
2. Net Change(s) Previously Authorized:.....	Not Applicable
3. Total Contract Not-to-exceed Annual Amount To Date (Line #1 + Line #2)	\$179,150.00

CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)		
Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
6/30/2020 Three one-year renewal options	6/30/2020 Three one-year renewal options	No Change

It is understood and mutually agreed that this Summary of Budget and Matching Fees Schedule does not revise the contract amount.

Signature:  _____ Date: 7-15-2020
 John Etzell
 Executive Director

Signature: _____ Date: _____
 Jessica Colvin
 Chief Financial Officer

CLARK COUNTY, NEVADA
CONTRACT FOR CARE COORDINATION AND IN-
HOME FAMILY SUPPORT SERVICES
CBE NO. 605500-19

BOYS TOWN NEVADA, INC.
NAME OF FIRM
Jessica Sasso Senior Director of Program Operations
DESIGNATED CONTACT, NAME AND TITLE
821 North Mojave Road Las Vegas, Nevada 89101
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 724-8428
(AREA CODE) AND TELEPHONE NUMBER
(702) 870 - 3775
(AREA CODE) AND FAX NUMBER
Jessica.Sasso@boystown.org
E-MAIL ADDRESS

CONTRACT FOR CARE COORDINATION AND IN-HOME FAMILY SUPPORT SERVICES

This Contract is made and entered into this 9 day January 2020, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and BOYS TOWN NEVADA, INC. (hereinafter referred to as PROVIDER), for Care Coordination and In-Home Family Support Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$179,150, annually, including all travel, lodging, meals and miscellaneous expenses; 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 award through June 30, 2020 through with the option to renew for three, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional six (6) months for its convenience.

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) for the not-to-exceed amount of \$179,150 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Payments

PROVIDER will be entitled to monthly reimbursement payments for actual documented expenses in accordance to Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on expenses to date in accordance with Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved 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. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.

- c. 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.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. 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: Clark County Department of Family Services, Attn: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106
 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, by written order, make 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, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing

accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

- 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, Judy Tudor, Assistant Director, Clark County Family Services, telephone number (702) 455-1328 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. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- C. 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 10 working 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) 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. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. 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:	Attn: Director Clark County Department of Family Services 121 South Martin Luther King Boulevard Las Vegas, NV 89106
TO PROVIDER:	Attn: Jessica Sasso Boys Town Nevada Inc. 821 North Mojave Road Las Vegas NV 89101

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 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 the 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. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 bid documents are available for review following the bid opening.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it submitted its Bid, 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.

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

COUNTY:
CLARK COUNTY, NEVADA

By: J. Colvin
JESSICA COLVIN
Chief Financial Officer

1/6/20
DATE

PROVIDER:
BOYS TOWN NEVADA, INC.

By: John Etzell
JOHN ETZELL
Executive Director

11-12-19
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

11-20-19
DATE

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

I. INTENT

To create an interactive case management and support services to families and youth identified by the Department of Family Services (DFS) as in crisis and at risk of displacement through the evidence based Teaching Family Model (TFM) to stabilize families and prevent disruptions which cause trauma to youth.

II. RESPONSIBILITY OF PROVIDER

PROVIDER shall provide services as outlined below and in the Attachment 2: Milestones/Workplan; and accept and comply with Grant Assurances as described in Attachment 3 and Attachment 4:

A. Meet the COUNTY's goals to include:

1. Deliver family support programming via Care Coordination Services (CCS) to increase family self-sufficiency and stability through targeted case management services for families and youth who have been identified as requiring additional assistance to maintain permanency and/or reunification.
2. Deliver family support programming via In-Home Family Services (IHFS) to build family protective factors related to safety, permanency, and well-being to families and youth who have been identified as requiring additional assistance to maintain permanency and/or reunification.

B. Effectively deliver CCS and/or IHFS through experienced and highly qualified staff and be responsible for the:

1. Recruitment, interview, and hire culturally competent staff reflective of our target population to fill open positions;
2. Provide pre-service and ongoing training with project staff;
3. Conduct staff annual evaluations and professional development plans as scheduled;
4. Complete staff certifications as appropriate; and
5. Ensure all employees, contractors and volunteers having interaction with children have appropriate background checks in compliance with contractual language.

C. Collaborate with community agencies that serve this population to conduct outreach and to identify eligible participants to include:

1. Preparation of promotional information;
2. Building and/or enhancing relationships with community agencies to identify program participants;
3. Solidify referral process with community agencies and organizations serving our target population; and
4. Conduct outreach for the project as necessary to raise awareness.

D. Provide CCS in Clark County, NV for up to 25 families and up to 62 youth annually. PROVIDER shall:

1. Complete admissions process with referred families and ensure eligibility;
2. Conduct assessments with families (i.e. Family Risk and Self-Harm Screening, FAST, Social Network Map);
3. Follow manualized Model of Care (CCS);
4. Utilize engagement strategies to engage and retain participants;
5. Create an individualized service plan with participants;
6. Identify and link families to formal and informal supports, services, and resources;
7. Monitor service linkages;
8. Develop a discharge plan with families to help them sustain progress after service discharge;
9. Record all provided services in Boys Town's National Database (NDB); and
10. Maintain ongoing collaboration with DFS to verify eligibility, provide updates, report barriers to success, and provide other information/reports as requested.

E. Provide IHFS in Clark County, NV for up to 58 families and up to 145 youth annually. PROVIDER shall:

1. Complete admissions process with referred families and ensure eligibility;

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

2. Conduct assessments with families (i.e. Family Risk and Self-Harm Screening, Strengths and Stressors, Social Network Map);
 3. Follow manualized Model of Care (IHFS);
 4. Utilize engagement strategies to engage and retain participants;
 5. Create an individualized service plan with participants;
 6. Identify and link families to formal and informal supports, services, and resources;
 7. Assist parents and/or caregivers in developing or enhancing parenting skills;
 8. Use cognitive-behavioral strategies with parents/caregivers and children to address behavior issues and to improve relationships;
 9. Develop a discharge plan with families to help them sustain progress after service discharge;
 10. Record all provided services in Boys Town's National Database (NDB); and
 11. Maintain ongoing collaboration with DFS to verify eligibility, provide updates, report barriers to success, and provide other information/reports as requested.
- F. Assess the program and staff's success with achieving project goals, objectives, and performance outcomes by:
1. Conducting formal consumer satisfaction surveys;
 2. Conducting formal and informal stakeholder satisfaction surveys;
 3. Evaluating the program and conducting quality assurance checks;
 4. Conducting fidelity observations and instruments;
 5. Following all contract and agency reporting requirements and contract standards;
 6. Staff certification process;
 7. Conducting six- and 12-month follow-up interviews with a sample of participants;
 8. Analyzing participant data entered into NDB regularly; and
 9. Providing annual outcome report to DFS.
- G. Provide monthly, quarterly and/or annual reports from NDB and/or other data sources for CCS and IHFS as requested by COUNTY.
- H. PROVIDER will be required to match at least 25% of the total program cost in cash or in-kind and agree to Matching Fund Agreement, ATTACHMENT 3.

III. RECORDS/BACKGROUND CHECKS

- A. A fingerprint and National Crime Information Center (NCIC) clearance check must be completed (see ATTACHMENT 1) for all PROVIDER's staff and all contracted services providers. The fingerprint and NCIC background check(s) is the responsibility of the PROVIDER to provide, and must include PROVIDER's staff and all contracted services providers assigned to this project and whom will have the potential to interact with COUNTY referred patient(s) prior to their providing services under this contract. The fingerprint and NCIC background check(s) is the fiscal responsibility of the PROVIDER.
- B. PROVIDER shall adhere to the following criminal background/records check requirements:
1. COUNTY requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:
 - i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
 - ii. Assault with use of firearm or other deadly weapon or other deadly weapon;
 - iii. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

- iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
 - v. Domestic violence, including spousal abuse;
 - vi. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
 - vii. Abuse, neglect, exploitation or isolation of older persons or vulnerable persons; and
 - viii. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
2. Background check to include review of Child Abuse and Neglect Registry, Out of State Child Abuse and Neglect Checks for any state that the subject has lived in for the past five years, local law enforcement check and fingerprint based background submitted to the Central Repository for submission to the Federal Bureau of Investigation for the PROVIDER staff and contracted staff who will be in the contact with the Children;
 3. Failure to follow this procedure may result in termination of this Contract.

ATTACHMENT 1 Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or other deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I _____ hereby certify that _____
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature: _____ Date: _____
(Provider Representative)

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search).

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2– MILESTONES/WORKPLAN

Goal 1: Boys Town Nevada will deliver family support programming via Care Coordination Services (CCS) to increase family self-sufficiency and stability through targeted case management services.

Objective	Activities	Due Date	Documentation Needed
<p>1. PROVIDER will effectively deliver CCS through experienced and highly qualified staff.</p>	<p>1. PROVIDER will:</p> <ul style="list-style-type: none"> - Recruit, interview, and hire culturally competent staff reflective of our target population to fill open positions - Provide pre-service and ongoing training with project staff - Conduct staff annual evaluations and professional development plans as scheduled - Complete staff certifications as appropriate <p>Ensure all employees, contractors and volunteers having interaction with children have appropriate background checks in compliance with contractual language</p>	<p>November 2019 – ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Staff personnel records that contain completed background checks, staff evaluations, certifications, resumes, and other documents</p>
<p>2. PROVIDER will collaborate with community agencies that serve this population to conduct outreach and to identify eligible participants.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> - Prepare promotional information - Build and/or enhance relationships with community agencies to identify program participants - Solidify referral process with community agencies and organizations serving our target population - Conduct outreach for the project as necessary to raise awareness 	<p>November 2019 – ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Memorandum of Understandings (MOUs), and Boys Town's Admissions Policies</p>

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2- MILESTONES/WORKPLAN

Objective	Activities	Due Date	Documentation Needed
<p>3. PROVIDER will provide CCS in Clark County, NV for up to 25 families and 62 children. Referrals for services shall be made by CCDFS staff.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> - Complete admissions process with referred families and ensure eligibility - Conduct assessments with families (i.e. Family Risk and Self-Harm Screening, FAST, Social Network Map) - Follow manualized Model of Care (CCS) - Utilize engagement strategies to engage and retain participants - Create an individualized service plan with participants - Identify and link families to formal and informal supports, services, and resources - Monitor service linkages - Develop a discharge plan with families to help them sustain progress after service discharge - Record all provided services in Boys Town's National Database (NDB) - Maintain ongoing collaboration with CCDFS to verify eligibility, provide updates, report barriers to success, and provide other information/reports as requested 	<p>November 2019 – ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Individual and program service records stored in Boys Town's NDB and program performance reports, pre-and-post FAST assessments, pre-and-post Social Network Maps, service plans, case notes, progress reports, discharge reports.</p> <p>Monthly reports from NDB and/or other data sources</p>

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2- MILESTONES/WORKPLAN

Objective	Activities	Due Date	Documentation Needed
<p>4. PROVIDER will assess the program and staff's success with achieving project goals, objectives, and performance outcomes.</p>	<ul style="list-style-type: none"> - PROVIDER will: Conduct formal consumer satisfaction surveys - Conduct formal and informal stakeholder satisfaction surveys - Evaluate the program and conduct quality assurance checks - Conduct fidelity observations and instruments - Follow all contract and agency reporting requirements and contract standards - Staff certification process - Conduct six- and 12-month follow-up interviews with a sample of participants - Analyze participant data entered into NDB regularly - Provide annual outcome report to CCDIFS 	<p>November 2019 -- ongoing Contract renewal period from July 1, 2020 - ongoing Contract End Date</p>	<p>Individual and program service records stored in Boys Town's NDB, program performance reports, consumer/stakeholder survey records, certification reports.</p> <p>Annual Outcome Report (Eleven month period for first year)</p>

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2- MILESTONES/WORKPLAN

Goal 2: PROVIDER will deliver family support programming via In-Home Family Services (IHFS) to build family protective factors related to safety, permanency, and well-being.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. PROVIDER will effectively deliver IHFS through experienced and highly qualified staff.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> -Recruit, interview, and hire culturally competent staff reflective of the target population to fill open positions - Provide pre-service and ongoing training with project staff - Conduct staff annual evaluations and professional development plans as scheduled - Complete staff certifications as appropriate -Ensure all employees, contractors, and volunteers having interaction with children have appropriate background checks in compliance with contractual language 	<p>November 2019 - ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Staff personnel records that contain completed background checks, certifications, resumes, and other documents</p>
<p>2. PROVIDER will collaborate with community agencies that serve this population to conduct outreach and to identify eligible participants.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> - Prepare promotional information - Build and/or enhance relationships with community agencies to identify program participants - Solidify referral process with community agencies and organizations serving our target population - Conduct outreach for the project as necessary to raise awareness 	<p>November 2019 - ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Memorandum of Understandings (MOUs), and Boys Town's Admissions Policies</p>

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2- MILESTONES/WORKPLAN

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>3. PROVIDER will provide IHFS in Clark County, NV for up to 58 families and 145 children. Referrals for service shall be made by CCDFS staff.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> - Complete admissions process with referred families and ensure eligibility - Conduct assessments with families (i.e. Family Risk and Self-Harm Screening, Strengths and Stressors, Social Network Map) - Follow manualized Model of Care (IHFS) - Utilize engagement strategies to engage and retain participants - Create an individualized service plan with participants - Identify and link families to formal and informal supports, services, and resources - Assist parents/caregivers in developing or enhancing parenting skills - Use cognitive-behavioral strategies with parents/ caregivers and children to address behavior issues and to improve relationships - Develop a discharge plan with families to help them sustain progress after service discharge - Record all provided services in Boys Town's National Database (NDB) - Maintain ongoing collaboration with CCDFS to verify eligibility, provide updates, report barriers to success, and provide other information/reports as requested 	<p>November 2019 ongoing Contract renewal period from July 1, 2020 - ongoing</p>	<p>Individual and program service records stored in Boys Town's NDB and program performance reports, pre-and-post Strength and Stressors assessments, pre-and-post Social Network Maps, service plans, case notes, progress reports, and discharge reports</p> <p>Monthly reports from NDB and/or other data sources</p>

EXHIBIT A
SCOPE OF WORK

CBE 605500-19
Care Coordination and In-Home Family Support Services

ATTACHMENT 2- MILESTONES/WORKPLAN

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>4. PROVIDER will assess the program and staff's success with achieving project goals, objectives, and performance outcomes.</p>	<p>PROVIDER will:</p> <ul style="list-style-type: none"> - Conduct formal consumer satisfaction surveys - Conduct formal and informal stakeholder satisfaction surveys - Evaluate the program and conduct quality assurance checks - Conduct fidelity observations and instruments - Follow all contract and agency reporting requirements and contract standards - Staff certification process - Conduct six- and 12-month follow-up interviews with a sample of participants - Analyze participant data entered into NDB regularly - Provide annual outcome report to CCDFS 	<p>November 2019 - ongoing</p> <p>Contract renewal period from July 1, 2020 - ongoing</p> <p>Contract End Date</p>	<p>Individual and program service records stored in Boys Town's NDB, program performance reports, consumer/stakeholder survey records, certification reports.</p> <p>Annual Outcome Report (Eleven month period for first year)</p>

ATTACHMENT 3
SUMMARY OF BUDGET AND MATCHING FUNDS

Approved Budget Category	Annual Not to Exceed Amount	Estimated Match 25% of total expenditure	Total Estimated Budget and Match:
Personnel	\$153,074.81	\$55,106.90	\$208,181.70
Travel/Training	\$ 5,051.40		
Operating	\$ 2,369.48		
Equipment	\$ 2,909.55		
Contractual			
Other		\$4,610.10	\$4,610.10
Indirect	\$ 15,744.76		
TOTAL ANNUAL NOT TO EXCEED AMOUNT	\$179,150.00	\$59,717.00	\$238.867
Actual documented expenses for a total amount not to exceed \$179,150 shall be paid on a monthly reimbursement basis in accordance with above Budget Estimate.			
Budget Estimate may deviate by up to 10% per category with OWNER'S written approval.			
Cash or In Kind match of 25% of total project costs must be documented by PROVIDER.			

PROVIDER agrees to complete the Project as described in the Description of Services, Exhibit A, Scope of Work. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during the PROVIDER Monitoring. Non-Federal (Match) funding must be in compliance with *CFR 200.306 including 200.306 (b).

***CFR 200.306 Cost Sharing or matching and specifically item (b)** for all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part to the non-Federal entity's cost sharing or matching when such contributions meet all the following criteria:

- (1) Are verifiable from the non-federal entity records;
- (2) Are not included as contributions for any other Federal Award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under Subpart E- Cost Principles of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program. can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required d by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. Neither party waives any right or defense to indemnification that may exist in law or equity.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 83-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for subrecipients that expend \$750,000 or more in Federal awards during the subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of subaward must be completed.
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 28, 1988, Federal Register (pp. 19150-19211).

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Health and Human Services ~~shall not use~~ grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient agrees to provide the Department with copies of all contracts, subgrants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SUBAWARD: 93558-19-1
PROGRAM:

SECTION B

Description of Services, Scope of Work and Deliverables

Summary of Proposed Service: Clark County Department of Family Services (CCDFS) will subcontract with Boys Town Nevada (BTN) to provide family support programming via Care Coordination Services (CCS) and In-Home Family Services (IHFS) for up to 83 families and up to 207 children annually through Title IV-B Support funding. CCS is designed for families in need of assistance coordinating multiple services and supports including community, public, social, and mental health services to achieve improved functioning. IHFS is an early and moderate intervention program that aims to empower and teach families how to maintain a safe, stable and healthy home environment. Services are designed to build protective factors related to safety, permanency and well-being.

Clark County Department of Family Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Clark County Department of Family Services – Family Support

Scope of Work for Clark County Department of Family Services IVB-Support

Goal 1: Maintain intact and/or reunify families who are affected through Child Welfare involvement, while ensuring a safe and loving environment for children.

Objective	Activities	Due Date	Documentation Needed
<p>1. To provide targeted and individualized services to families identified as in crisis and at risk of removal and/or at risk of not meeting the safety needs of children under reunification for up to 83 families and up to 207 children in Clark County.</p>	<p>1. CCDFS will subaward to BTN to provide CCS and/or IHFS for DPS referred cases identified per objective.</p>	<p>7/1/2019 and ongoing</p>	<p>1. Subaward agreement – to be preapproved by State 2. Referrals from monthly Agency Reports</p>
	<p>2. CCDFS shall provide program administration and technical assistance as required.</p>	<p>Ongoing</p>	<p>1. Summary program and all financial records to be maintained by CCDFS.</p>
	<p>3. CCDFS shall monitor the program for contractual compliance and effectiveness.</p>	<p>Ongoing</p>	<p>1. Monthly Agency Reports 2. Annual Agency Monitoring Review</p>
<p>2. Provide coordination and administration of PSSF services.</p>	<p>1. CCDFS shall contract with current Medical Wraparound Director, Kara VanHester, to become the PSSF Coordinator. Contracted services shall include consultation to provide expertise on grant reporting requirements and administration, acting as liaison between CCDFS and Agencies, assisting with maintenance of statistics, assistance with Subagency and Program monitoring, etc.</p>	<p>7/1/2019 and ongoing</p>	<p>1. Scope of Work Agreement 2. Monthly Reports</p>

Any activities performed under this subaward shall acknowledge that funding was provided through the Division by Grant Number 1901NVFPSS from the Title IV-B, Subpart 2, of the Social Security Act.

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Child and Family Services through Grant Number 1901NVFPSS from the Title IV-B, Subpart 2, of the Social Security Act. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the State of Nevada."

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Subaward Packet (CA)
Revised 8/19

Applicant Name: CLARK COUNTY DEPT OF FAMILY SERVICES - FAMILY SUPPORT
 BUDGET NARRATIVE - SFY2020

Form 1

CBF 605500-19

Total Personnel Costs	Including Fringe	Total:	Amount Requested				
				Annual Salary	Fringe Rate	% of Time	Months
Name of Employee (if known, otherwise state new position). Title of position & Position Control Number *insert details to describe position duties as it relates to the funding (specific program objectives).							
Name of Employee (if known, otherwise state new position). Title of position & Position Control Number *insert details to describe position duties as it relates to the funding (specific program objectives).							
Name of Employee (if known, otherwise state new position). Title of position & Position Control Number *insert details to describe position duties as it relates to the funding (specific program objectives).							
Name of Employee (if known, otherwise state new position). Title of position & Position Control Number *insert details to describe position duties as it relates to the funding (specific program objectives).							
Name of Employee (if known, otherwise state new position). Title of position & Position Control Number *insert details to describe position duties as it relates to the funding (specific program objectives).							
Total Fringe Cost: \$							

*insert the formula as needed to include each position level

Travel/Fringe	Total:
Identify staff who will travel, the purpose, frequency, and projected costs. Unless GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for airfare (54.9 cents) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.	
Out-of-State Travel Title of Trip & Destination such as CDC Conference, San Diego, CA Airfare: Cost per trip (origin & destination) x # of trips x # of staff Baggage fee: \$ amount per person x # of trips x # of staff Per Diem: \$ per day per GSA rate for area x # of trips x # of staff Lodging: \$ per day + \$ tax = total \$ x # of trips x # of staff Ground Transportation: \$ per trip x # of trips x # of staff Mileage: (rate per mile x # of miles per trip) x # of trips x # of staff Parking: \$ per day x # of days x # of staff	
Total: \$	

*insert as needed to include costs of multiple trips.

Justification:
Who will be traveling, when and why, the into program objective(s) or indicate required by funder.

If traveling to more than 1 out-of-state destination, copy section above, revise formula in Cost F33 and complete for each trip

	Cost	# of Trips	# of Days	# of Staff
In-State Travel				
Order & Destination				
Airfare: cost per trip (origin & destination) x # of trips x # of staff				\$
Baggage Fee: \$ amount per person x # of trips x # of staff				\$
Per Diem: \$ per day per GSFA rate for area x # of trips x # of staff				\$
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff				\$
Labor Pool: (\$ car/day + \$/hr mileage x \$ rate per mile) x # trips x # days				\$
Mileage: (rate per mile x # of miles per trip) x # of trips x # of staff				\$
Parking: \$ per day x # of trips x # of days x # of staff				\$

Justification:
Who will travel and why

If traveling to more than 1 out-of-state destination, copy section above, revise formula in F48 and complete for each trip.

	Total:
Office supplies: \$ Amount x # of FTE staff x # of months	\$
Occupancy	\$
Communications	\$
Rent: \$ per month x 12 months x # of FTE	\$
Utilities: \$ per quarter x 4 quarters	\$
State Phone Line: \$ per month x 12 months x # of FTE	\$
Voice Mail: \$ per month x 12 months x # of FTE	\$
Conference Calls: \$ per month x 12 months	\$
Long Distance: \$ per month x 12 months	\$
Email: \$ per month x 12 months x # of FTE	\$

Justification:
Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.

Equipment:
List Equipment purchases or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. All other equipment costing less than \$5,000 should be listed under Supplies.

Describe equipment

\$

Total:

\$

Contractual	Total:	\$	*Please list amounts as needed to total each Contractor bid
<p>Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Collaborative projects with multiple partners should request this category to break out personnel, travel, equipment, etc., for each site. Sub-agents or mid-agents that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so.</p>		217,898.00	
<p>Name of Contractor/Subcontractor: Boys Town Nevada (BTN)</p>		\$ 179,150.00	
<p>Method of Selection: Sole Source</p>			
<p>Period of Performance: July 1, 2019 - June 30, 2020</p>			
<p>Scope of Work: BTN via CCS and HFS will deliver tailored services designed to assist families in becoming self-sufficient, stable and safe environments for children who are involved with the Child Welfare System using the TFM evidence based system. Plans will be developed to maintain and/or reunify families.</p>			
<p>Sole Source: Boys Town Nevada is the only agency currently operating in the Nevada that is accredited and employs the TFM evidence-based, trauma-informed with a proven success record.</p>			
<p>Method of Accountability:</p>			
<p>Define - CCDFS will subcontract the award to BTN. The CCDFS contract will maintain all assurances and requirements of the CCDFS NOGA. BTN will be responsible for maintaining all documentation necessary for program statistics and compliance with Federal Fiscal and Programmatic requirements. BTN will submit monthly reports and CCDFS will monitor program efficiency and performance. CCDFS will monitor subcontract agency annually for program and fiscal compliance. Clark County DFS employees over 800 staff and has its own Fiscal and Contractual unit, governed by Clark County Fiscal and Administrative Director. CCDFS is currently subawarding and administering 4 contracts under funds received by MVDCFS under Differential Response. Clark County received and administered over \$136 million in Direct Federal Awards and subawards federal funds on a regular basis. We believe that we have the capacity to administer these funds in compliance with grant terms, and further believe that will be better able to monitor the effectiveness and compliance of grant funds if retained at the local level.</p>		\$ 36,700.00	
<p>Name of Contractor/Subcontractor: Kara Vanabeer</p>			
<p>Method of Selection: Sole Source</p>			
<p>Period of Performance: July 1, 2019 - June 30, 2020</p>			
<p>Scope of Work: Act as PFFS Coordinator. Contracted to provide consultation and assistance in performing the requirements of the IVS grant and acting as liaison between Clark County and Agencies. Keep statistics and perform analysis. Assist with monitoring and compliance. Advise as to effectiveness of programs.</p>			
<p>Sole Source: Per Clark County procurement for professional services, Kara has unique experience in subject matter and required skills necessary to adequately perform contract.</p>			
<p>Method of Accountability:</p>			
<p>Define - Monthly reports. Purchasing monitors contracts.</p>			
<p>*Add additional Contractor/Subcontractors here with justification or delete this row.</p>		\$	
<p>Other:</p>			
<p>Identify and justify those expenditures, which can include virtually any relevant expenditures associated with the project, such as audit costs, car insurance, client transportation, etc.</p>		Total: \$	
<p>Printing Services: \$ amount/month x 12 months</p>		\$	
<p>Copier/Printer Lease: \$ amount/month x 12 months</p>		\$	
<p>Property and Contents Insurance per year</p>		\$	
<p>Car Insurance: \$ per month x 12 months</p>		\$	
<p>Postage: \$ per month x 12 months</p>		\$	

Audit

\$

Justification: Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures, or public information. The

TOTAL DIRECT CHARGES

\$ 217,850.00

Indirect

Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general

Identify Indirect Expenses
Add note as necessary and adjust formula in F-112
to reflect changes.

Total:

\$

TOTAL BUDGET

Total:

\$ 217,850.00

Applicant Name: CLARK COUNTY DEPT OF FAMILY SERVICES - FAMILY SUPPORT **Form 2**
PROPOSED BUDGET SUMMARY - SFY2020
 (Form Revised May 2018)

A.

PATTERN BOXES ARE FORMULA DRIVEN. DO NOT OVERRIDE. SEE INSTRUCTIONS.

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Match	TOTAL
PENDING OR SECURED									
ENTER TOTAL REQUEST	\$ 217,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,817.00	\$ 290,467.00

EXPENSE CATEGORY									
Personnel	\$ -							\$ -	\$ -
Travel/Training	\$ -							\$ -	\$ -
Operating	\$ -							\$ -	\$ -
Equipment	\$ -							\$ -	\$ -
Contractual/Consultant	\$ 217,850.00							\$ 72,817.00	\$ 290,467.00
Other Expenses	\$ -							\$ -	\$ -
Indirect	\$ -							\$ -	\$ -
TOTAL EXPENSES	\$ 217,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,817.00	\$ 290,467.00

These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Cost	10%								
Indirect % of Budget	10%								
Total Agency Budget	\$ 290,467.00								
Percent of Agency Budget	0.7488891318								

B. Explain any items noted as pending:

Applicant Name: CLARK COUNTY DEPT OF FAMILY SERVICES - FAMILY SUPPORT
MATCH BUDGET NARRATIVE - 8FY28

Form 3

Total Personnel Costs		Inclusion Fringe		Total	Amount Requested
Line Item	Position, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.				
Name of Employee (if known, otherwise state new position).	Title of position & Position Control Number	Annual Salary	Fringe Rate	% of Time	Months
	*insert details to describe the position duties as it relates to the funding (specific: program objectives).				
	Name of Employee (if known, otherwise state new position).				
	Title of position & Position Control Number				
	*insert details to describe the position duties as it relates to the funding (specific: program objectives).				
	Name of Employee (if known, otherwise state new position).				
	Title of position & Position Control Number				
	*insert details to describe the position duties as it relates to the funding (specific: program objectives).				
	Name of Employee (if known, otherwise state new position).				
	Title of position & Position Control Number				
	*insert details to describe the position duties as it relates to the funding (specific: program objectives).				
Total Fringe Cost: \$					
Total: \$					

Note: This form is intended to include each position item.

Note: This form is intended to include each position item.

If traveling to more than 1 out-of-state destination, copy section above, revise formula in Cell F53 and complete for each trip.

In-State Travel

Origin & Destination	Cost	# of Trips	# of Days	# of Staff
Airfare: cost per trip (origin & destination) x # of trips x # of staff				
Baggage fee: \$ amount per person x # of trips x # of staff				
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff				
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff				
Motor Fuel: (\$ car/day + \$# mileage) x \$ rate per mile) x # trips x # days				
Mileage: (rate per mile x # of miles per trip) x # of trips x # of staff				
Parking: \$ per day x # of trips x # of days x # of staff				

Notes as needed to include costs of multiple trips.

Justification:
Who will travel and why

If traveling to more than 1 out-of-state destination, copy section above, revise formula in F48 and complete for each trip.

Occupancy

Occupancy	Total
Office supplies: \$ Amount x # of FTE staff x # of months	\$ -
Contractors	\$ -
Rent: \$ per month x 12 months x # of FTE	\$ -
Utilities: \$ per quarter x 4 quarters	\$ -
State Phone Line: \$ per month x 12 months x # of FTE	\$ -
Value Mail: \$ per month x 12 months x # of FTE	\$ -
Conference Calls: \$ per month x 12 months	\$ -
Long Distance: \$ per month x 12 months	\$ -
Email: \$ per month x 12 months x # of FTE	\$ -

Justification:
Provide narrative to justify purchase of meals, snacks, large expenses or unusual budget items. Include details how budget item supports deliverables of the project.

Equipment

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. All	Total
Describe equipment	\$ -

Contractual

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Collaborative projects with multiple partners should	Total
Name of Contractor/Subcontractor: Boys Town Nevada (BTN) IN KIND	\$ 72,617.00
Method of Selection: Sole Source	
Period of Performance: July 1, 2019 - June 30, 2020	\$ 99,717.00

Notes as needed to include each Contractor's total

Scope of Work: BTN via CCS and IFFS will deliver tailored services designed to assist families in becoming self-sufficient, stable and safe environments for children who are involved with the Child Welfare System using the TFM evidence based system. Plans will be developed to maintain and/or reunify families. Boys Town plans to provide in-kind services, which will be submitted to the State for approval.

State Source: Boys Town Nevada is the only agency currently operating in the Nevada that is accredited and employs the TFM evidence-based, trauma-informed with a proven success record.

Method of Accountability:
Define - CCDFs will subcontract the award to BTN. The CCDFs contract will maintain all assurances and requirements of the CCDFs NOGA. BTN will be responsible for maintaining all documentation necessary for program statistics and compliance with Federal Fiscal and Programmatic requirements. BTN will submit monthly reports and CCDFs will monitor program efficiency and performance. CCDFs will monitor subcontract agency annually for program and fiscal compliance. Clark County DFS employees over 800 staff and has its own Fiscal and Contractual unit, governed by Clark County Fiscal and Administrative Director. CCDFs is currently subawarding and administering 4 contracts under funds received by NVDCFS under Differential Response. Clark County received and administered over \$136 million in Direct Federal Awards and subawards federal funds on a regular basis. We believe that we have the capacity to administer these funds in compliance with grant terms, and further believe that will be better able to monitor the effectiveness and compliance of grant funds if retained at the local level.

Name of Contractor/Subcontractor: Kara Venkatesh
Method of Selection: Sole Source
Period of Performance: July 1, 2019 - June 30, 2020
Scope of Work: Act as PFFS Coordinator. Contracted to provide consultation and assistance in performing the requirements of the IVB grant and acting as liaison between Clark County and PFFS. Per Clark County procurement for professional services, Kara has unique experience in subject matter and required skills necessary to adequately perform contract.
Method of Accountability:
Define - Monthly reports. Purchasing monitors contracts.

-Add additional Contractor/Subcontractors here with justification or delete this row. | \$ -

Other:
Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as start costs, car insurance, client transportation, etc. Total: \$ -

Printing Services: \$ amount/month x 12 months \$ -
Copier/Printer Lease: \$ amount/month x 12 months \$ -
Property and Contents Insurance per year \$ -
Car Insurance: \$ per month x 12 months \$ -
Total: \$ -

Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the organization. Total: \$ -

Identify Indirect Expenses: \$ -
Add more as necessary and adjust formula in F112 \$ -
to reflect changes. \$ -

TOTAL BUDGET Total: \$ 72,617.00

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

- Department of Health and Human Services policy allows no more than 10% flexibility of the total budget category not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. Note: the redistribution cannot alter the total amount of the subaward. Modifications in excess of 10% require a formal amendment.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
- The program Contract Monitor or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period.

The Subrecipient agrees to:

- Request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.
 - Total reimbursement through this subaward will not exceed \$217,860
 - Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred.
 - Additional expenditure detail and/or supporting documentation will be provided to the Department upon request.
- Provide a complete financial accounting of all expenditures to the Department within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**.
 - Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
 - Any work performed after the SUBAWARD PERIOD will not be reimbursed.
If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
 - If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees to:

- Identify specific items the program must provide or accomplish to ensure successful completion of this project.
- Provide technical assistance, upon request from the Subrecipient.
- Issue prior approval of reports or documents to be developed.

Both parties understand:

- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. 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 the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements:

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed unless all reporting requirements are current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentations are submitted to and accepted by the Department.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD
SECTION D**

Agency Ref. #: 93556-19-011
Budget Account: 3145
Category: 17
Draw #:

Request for Reimbursement

Program Name: Promoting Safe and Stable Families, Title IV-B, Subpart 2	Subrecipient Name: Clark County Department of Family Services Program: Judy Tudor, Judy.Tudor@ClarkCountyNV.gov
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89709-2023	Fiscal: Debbie Watson, Debbie.Watson@ClarkCountyNV.gov Address: 121 S. Martin Luther King Boulevard Las Vegas, NV 89106-4309
Subaward Period: July 1, 2019 – June 30, 2020	Subrecipient's: EIN: 20-0854472

FINANCIAL REPORT AND REIMBURSEMENT

(must be accompanied by expenditure report/back-up documentation)

Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Cash on Hand 2019 Year to Date Total	Budget Balance	Percent Expended
1 Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel/Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$217,850.00	\$0.00	\$0.00	\$0.00	\$217,850.00	0.0%
6. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$217,850.00	\$0.00	\$0.00	\$0.00	\$217,850.00	0.0%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
	\$72,617	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the subrecipient, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature _____	Title _____	Date _____
FOR DEPARTMENT USE ONLY		
Is program contact required? <input type="checkbox"/> Yes <input type="checkbox"/> No Contact Person: _____		
Reason for contact: _____		
Fiscal review/approval date: _____		
Scope of Work review/approval date: _____		
ASO or Bureau Chief (as required): _____		
Date _____		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION B

Audit Information Request

1. Non-Federal entities that exceed \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.801(c).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? 6/30/20
4. What is the official name of your organization? Clark County (DFS)
5. How often is your organization audited? Annually
6. When was your last audit performed? 1/25/19
7. What time-period did your last audit cover? 7/1/17 6/30/17
8. Which accounting firm conducted your last audit? Eide Bailly, LLC

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION F

Notification of Utilization of Current or Former State Employees

For the purpose of State compliance with NRS 333.766, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of each person, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of each person. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Clark County Department of Family Services

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning as described to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI.

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary, for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract 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 Subrecipient and are contained in Agreement.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION II

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Clark County Department of Family Services (referred to as "Subrecipient").

Program Name	Promoting Safe and Stable Families, Title IV-B, Subpart 2	Subrecipient Name	Clark County Department of Family Services
Federal Grant Number	1001NVPPSS	Subaward Number	93888-19-011
Federal Amount	\$217,850	Contact Name	Program: Judy Tudor judy.tudor@clarkcountynv.gov Facilitator: Debbie Watson debbie.watson@clarkcountynv.gov
Non-Federal (Match) Amount	\$72,817	Address	121 S. Martin Luther King Boulevard Las Vegas, NV 89108-4309
Total Project	\$290,667		
Performance Period	July 1, 2019 – June 30, 2020		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during subrecipient monitoring. Non-Federal (Match) funding must be in compliance with CFR 200.306.

§ 200.306 Cost sharing or matching.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributors meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under Subpart E - Cost Principles of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Federal Awarded	\$217,850
Required Match Percentage	33%
Total Required Match	\$72,817

Approved Budget Category		Budgeted Match	
1	Personnel	\$	
2	Travel/Training	\$	
3	Operating	\$	
4	Equipment	\$	
5	Contractual/Consultant	\$	72,817
6	Other	\$	
	Total	\$	72,817

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

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 have **ADDITIONAL INSURED** provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: PHONE (A/C, No, Ext): 515-457-8849 FAX (A/C, No): 515-457-8964 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Boys Town Nevada, Inc. 821 N Mojave Rd Las Vegas, NV 89101-2407	INSURER A : Sentry Insurance a Mutual Company 24988	
	INSURER B : Philadelphia Indemnity Insurance Company 18058	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1690243757

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PHPK2025105	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PHPK2025105	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB689852	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	90-20083-01	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O - Misc Prof Liab			PHPK2025105	9/1/2019	9/1/2020	Prof Liability \$ 1,000,000 Prof Liab Agg \$ 3,000,000

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

RE: CBE 605500-19; Contract for Care Coordination and In Home Family Support Services
 Certificate holder is included as Additional Insured with respect to General Liability (PI-MANU-1 01/00, CG2026 04/13) and Auto Liability (PI-MANU-1 01/00). Professional Liability is on a claims made basis. Primary and Non-Contributory with respect to General Liability (CG2001 04/13). Waiver of Subrogation in favor of Certificate Holder with respect to General Liability (CG2404 10/93). GL Deductible: \$0; Auto Deductible \$1,000; Professional Liability Deductible \$0; Work Comp Deductible \$500,000

CERTIFICATE HOLDER**CANCELLATION**

Clark County Nevada
 Purchasing and Contracts Div
 500 S Grand Central Pky 4th Floor
 Las Vegas NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2019

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 have ADDITIONAL INSURED provisions or 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).

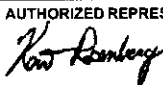
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: PHONE (A/C, No, Ext): 515-457-8849 FAX (A/C, No): 515-457-8964	
	E-MAIL ADDRESS:	
INSURED Boys Town Nevada, Inc. 821 N Mojave Rd Las Vegas, NV 89101-2407	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentry Insurance a Mutual Company	NAIC # 24988
	INSURER B: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1690243757 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PHPK2025105	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2025105	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB689852	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-20083-01	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O - Misc Prof Liab			PHPK2025105	9/1/2019	9/1/2020	Prof Liability \$ 1,000,000 Prof Liab Agg \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CBE 605500-19; Contract for Care Coordination and In Home Family Support Services
Certificate holder is included as Additional Insured with respect to General Liability (PI-MANU-1 01/00, CG2026 04/13) and Auto Liability (PI-MANU-1 01/00). Professional Liability is on a claims made basis. Primary and Non-Contributory with respect to General Liability (CG2001 04/13). Waiver of Subrogation in favor of Certificate Holder with respect to General Liability (CG2404 10/93). GL Deductible: \$0; Auto Deductible \$1,000; Professional Liability Deductible \$0; Work Comp Deductible \$500,000

CERTIFICATE HOLDER Clark County Nevada Purchasing and Contracts Div 500 S Grand Central Pky 4th Floor Las Vegas NV 89155-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Clark County, Nevada
% Purchasing and Contracts Division
Government Center, 4th Floor

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Additional Insured-Designated Person/Organization

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Additional Insured Person(s) or Organization(s): Any person or organization, other than a joint venture, whom you are required to add as an additional insured on this policy under a written contract or agreement, provided that the contract or agreement is in effect during this policy period and is executed prior to an occurrence which causes "bodily injury", "property damage" or "personal and advertising injury".

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

This insurance does not apply to "bodily injury" or "property damage" arising out of or resulting from structural alterations, new construction or demolition operations performed by or for any additional insured.

This insurance does not apply to "bodily injury" or "property damage" arising out of or resulting from any operations performed by or for any railroad.

This insurance does not apply to "bodily injury" or "property damage" arising out of or resulting from any operations performed by or for any telemarketing, direct mail or internet advertising organizations.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured

Clark County, Nevada
% Purchasing and Contracts Division
Government Center, 4th Floor
500 S Grand Central Parkway
P. O. Box 551217
Las Vegas, NV 89155
With respect to Alternate Living Services Contract

All other terms and conditions of this Policy remain unchanged.

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 this 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

4. 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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
<i>(Include d.b.a., if applicable)</i>						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
<i>(If different from above)</i>						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

CLARK COUNTY, NEVADA
CONTRACT FOR FOSTER YOUTH SERVICES SCHOOL
TRANSPORTATION
CBE 605428-19

HOPSKIPDRIVE INC.
NAME OF FIRM
SHERONDA HELTON, DIRECTOR PUBLIC RELATIONS
DESIGNATED CONTACT, NAME AND TITLE
1922 S. Broadway, Ste 1144 Los Angeles, CA 90007
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(213) 268-4801
(AREA CODE) AND TELEPHONE NUMBER
(213) 896-7528
(AREA CODE) AND FAX NUMBER
sheronda@hopskipdrive.com
E-MAIL ADDRESS

CONTRACT FOR FOSTER YOUTH SERVICES SCHOOL TRANSPORTATION

This Contract is made and entered into this 11th day of September 2019, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HOPSKIPDRIVE (hereinafter referred to as PROVIDER), for FOSTER YOUTH SERVICES SCHOOL TRANSPORTATION (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$250,000 annually, including all travel, lodging, meals and miscellaneous expenses; 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 PROJECT for the period from date of award through September 30, 2020, with the option to renew for four (4), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. (OPTIONAL) COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

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) for the amount of \$250,000 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

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.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved 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. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, 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: Clark County Department of Family Services, Attention: Accounts Payable, 121 So Martin Luther King Blvd, Las Vegas, NV 89106 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, by written order, make 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, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- 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 PROVIDER, 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, Troy Armstrong, Manager, telephone number (702) 455-0753 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 10 working 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) 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. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. 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.

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 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 the 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. 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.

L. 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.

M. 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.

N. 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.

O. Force Maieure

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.

P. 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.

Q. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

PROVIDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit A**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROVIDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of Contract.

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 bid documents are available for review following the bid opening.

T. Companies that Boycott Israel

PROVIDER certifies that, at the time it submitted its Bid, 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.

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

COUNTY:

CLARK COUNTY, NEVADA

By: J. Colvin
JESSICA COLVIN
Chief Financial Officer

12/18/19
DATE

PROVIDER:
HOPSKIPDRIVE INC.

DocuSigned by:
By: Joana MCFARLAND
285B0FC513A8432...
JOANA MCFARLAND,
Co-Founder and CEO

9/11/2019
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

12-3-19
DATE

**EXHIBIT A
CONTRACT FOR FOSTER YOUTH SERVICES SCHOOL TRANSPORTATION
SCOPE OF WORK**

A. INTENT

The intent of this contract is to provide safe, flexible door- to- door transportation services for students in Clark County foster care identified and referred by the COUNTY as outlined below.

B. RESPONSIBILITY OF PROVIDER

PROVIDER shall:

1. Provide daily, weekly, and monthly drop off and pick up services to students ensuring that vehicles are available for daily attendance at appropriate destinations during the regular school year as well as for summer school.
2. Provide all management personnel, operation, and reporting required of the contracted services.
3. Provide all dispatch and ride management services through Provider app, website and customer support operations.
4. Begin transporting each youth on the second business day for each referral received by, at, or prior to twelve o'clock (12:00) p.m. Transportation will begin no later than the third business day when the referral is received by PROVIDER after twelve o'clock, (12:00 pm).
5. Maintain current records of each youth's name, child identification number, dates of trips, and services. The following reports and operational records will be included and provided to COUNTY:
 - a. Service Log - All schedules shall be in keeping with safety to school children to deliver students within a reasonable time (approximately 15 minutes) prior to the start of school. Any planned variance must be approved by COUNTY.
 - b. Late Protocol – If drivers will be late on pick up or drop off of students, they must notify COUNTY and student caregivers as soon as possible.
 - c. Schedule Change - All schedules shall be in keeping with safety to school children to deliver students within a reasonable time (approximately 15 minutes) prior to the start of school. Any planned variance must be approved by COUNTY.
 - d. Driver Log and Compliance Requirements - PROVIDER will ensure that all drivers coming in contact with children through this contract meet the minimum background checks required by COUNTY.
 - e. Incident reports: All incidents must be reported to COUNTY immediately using an appropriate and approved incident report form.
 - f. Written Orientation: PROVIDER will review and comply with written orientation to be distributed by COUNTY to drivers explaining the unique needs of students in foster care.
6. ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE

Maintain staff as required for effective management and supervision for the transportation service provided to OWNER. Personnel such as dispatchers and managers personnel shall not drive vehicles except in an emergency.

In addition to such other personnel as may be required to administer the contract for student transportation, the PROVIDER shall employ and assign a responsible project manager to act as PROVIDER designee in all matters relating to the contract. Ensure that all drivers are duly licensed and qualified to operate vehicles as required by law. Driver certifications must be completed within 60 days of contract award. PROVIDER shall maintain a ready and available pool of approved drivers.

7. ACCIDENT REPORTS

All accidents which involve vehicles and personnel while in operation pursuant to this contract shall be reported to COUNTY. Accidents involving injuries to students or other persons shall be reported to COUNTY immediately after PROVIDER is notified of same. Accident report may be delivered verbally; however, a written report which includes all available and pertinent information must be provided to COUNTY as soon as reasonably possible after each occurrence, but in no event later than three (3) working days after the accident. The Nevada Highway Patrol must be notified if required by law.

8. DRIVER REQUIREMENTS

- a. Moral Character - PROVIDER recognizes that, for the protection of student, drivers and other persons who have contact with the student and their families must be of stable personality and high moral character. PROVIDER shall assure that PROVIDER personnel meet these qualifications. PROVIDER will not allow any person to drive a vehicle whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall PROVIDER allow any person to drive a vehicle who is not, at the time, in a condition of mental and emotional stability. The use of drugs, alcohol, and tobacco while driving a vehicle is prohibited.
- b. Drugs or Alcohol while Driving - Terminate immediately any driver whom PROVIDER or COUNTY reasonably believe has driven a vehicle under the influence of drugs or alcohol. PROVIDER shall maintain a zero tolerance policy. No driver shall be permitted who has a Driving Under the Influence (DUI) on their record.
- c. Uniforms – All drivers shall be well groomed at all times and shall wear a PROVIDER provided uniform consisting of a shirt, employee photo ID and Nevada State issued driver's license. PROVIDER's mobile application shall serve as a driver's electronic "badge". PROVIDER shall require all drivers to have a timepiece with them while on duty so that the driver can maintain established time schedules.
- d. Two Way Emergency Radio Systems – Drivers' cell phones shall be maintained in good operating condition at all times. PROVIDER shall instruct drivers and other appropriate staff in the use of the equipment in accordance with PROVIDER emergency safety procedures.
- e. Discipline - The driver is responsible for rider discipline. The PROVIDER shall provide for regular reporting to COUNTY of incidents of misconduct and corrective actions taken. The discipline and conduct shall be governed by the written orientation to be provided to the drivers by COUNTY for foster youth.
- f. Seat Belts and Booster Seats – Seat belts will be provided in all vehicles as required by law. Drivers will require students to use seat belts prior to vehicle being placed in drive position. All booster seats shall meet appropriate Federal Motor Vehicle Safety Standards and required crash test. All drivers shall have access to booster seats.

- g. Driver Training and Safety Program – to include (but not limited to) the following:
 - Pick up/drop off protocols and procedures
 - Communicating with the PROVIDER live support team, foster parents, and agencies via phone and text to address last minute changes, trouble locating a rider, emergency and other issues
 - Rider Safe driving policies, procedure, and requirements
 - Privacy of riders (including no contact or photo/video). Driver is not to disclose or discuss any information regarding the student, including the child's name, DOB, or any information regarding their circumstances or foster care case disposition.
 - Phone usage during rides, including no texting or talking

9. VEHICLE STANDARDS

PROVIDER is required to maintain their vehicles in good mechanical and safe operating condition at all times. An initial 19-point inspection by a mechanic approved by the Public Utilities conducted prior to the start of service. This inspection is mandated and conducted on an annual basis. PROVIDER assists drivers with and monitors such compliance using its online workflow and database system.

10. SECURITY AND SAFETY ON SCHOOL GROUNDS

Instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and shall ensure the PROVIDER's drivers exercise extreme caution at times where students are present on the school grounds. Teachers and/or aides will supervise students on the grounds to ensure safe ingress and egress for vehicles.

11. SERVICE DISRUPTIONS

Notification of disruption of service provided by the PROVIDER shall be reported to COUNTY as soon as possible, but in no case later than fifteen (15) minutes from the time the PROVIDER is aware of such a situation. (i.e.: equipment breakdowns, lost or ill drivers, student disruptions, student illness or injury, vehicles running late, etc.)

12. GRANT ASSURANCES

- a. Comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- b. Comply with the American with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program –specific regulations.
- c. Comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amount in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- d. Certification that neither the recipient nor its principals are presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt 67 & 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp 19150=19211).
- e. No funding associated with this grant will be used for lobbying.
- f. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. BACKGROUND CHECK

COUNTY requires that the PROVIDER, employee of the PROVIDER, or contracted staff confirm that NV CANS checks and CANS checks in any state in which an employee has lived in the past 5 years have been conducted and certify that no employee has had a substantiated report of child abuse or neglect made against him or her or has not been satisfactorily cleared by a central registry described in paragraph (b) of subsection 2 of NRS 432B.198, and shall not have any of the felony convictions, charges or pending charges for the following:

- a. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- b. Assault with use of firearm or other deadly weapon;
- c. Crime involving harm to a child, including child abuse/neglect and pornography and/ or contributory delinquency;
- d. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- e. Domestic violence, including spousal abuse;
- f. Possession, distribution, or use of any controlled substance or other drug related offence, including DUI within the last 5 years;
- g. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- h. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
- i. Upon request by COUNTY, PROVIDER shall provide COUNTY with the Certification of Compliance attached as **Attachment 1**.

C. RESPONSIBILITY OF COUNTY

COUNTY shall:

1. Provide primary contact person for the services outlined in the SOW and be available to answer questions, provide guidance and support to PROVIDER's staff and ensure adherence to deliverables and timelines.
2. Provide referrals and contact information on the children/families to the PROVIDER
3. Maintain contact with PROVIDER and the families receiving services.
4. Collect client services data from PROVIDER for monthly and quarterly reports.

**EXHIBIT A
ATTACHMENT 1
HOPESKIPDRIVE WORKPLAN**

Phase No	Project Phase	Description
1	Development of Implementation Plan	Create plan according to the COUNTY' Scope of Work and HopSkipDrive's project plan
2	Project Kickoff Meeting	Meeting to establish a timeline, organization project point people and creation of Project Management Plan based on Implementation Plan
3	Organization Timeline Development	Data needs and intake form creation which includes; dates, rider, caregiver, pickup/drop off locations, timing, date exceptions, service log and work scheduled
4	Training	Develop and provide in-person training for COUNTY's administrative child protective services staff
5	Reporting	Create and customize reports and forms for COUNTY
6	Ongoing Meetings/Updates	Weekly updates on routes + monthly required meetings

**EXHIBIT A
ATTACHMENT 2
HOPSKIPDRIVE PRICING**

Item	Description	Cost
Initiation fee per route	Initiation fee is a fixed cost trip mobilization fee.	\$20.00
Fixed – fee per mile fee	PROVIDER maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage for each ride is calculated and included within the logs.	\$2.50
Cancellation/no show fee See description below	7 hours or more prior to pick up time: \$0 Between 7 hours and 1 hour prior to pick up time: 50% of the total ride fee; within 1 hour of pickup time: 100% of the total ride fee (initiation fee + mileage).	See Narrative
Charge for additional rider with same points of origin and destination, if any	No additional fee or charge will be applied for this ride type	\$0
Aggregate per mile cost for shared mileage applicable for multiple riders with differing points of origin or destinations	Carpooling with different origins or destinations incur an additional \$.50 for the shared ride mileage.	\$.50
Booster Seats	No additional fee or charge for a rider needing a booster seat	\$0

**EXHIBIT A
ATTACHMENT 3**

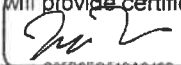
CERTIFICATION OF COMPLIANCE WITH BACKGROUND CHECK REQUIREMENTS

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or other deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I Joanna hereby certify that HopSkipDrive
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature:  Date: 9/11/2019
205505051390432
(Provider Representative)

An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), **NV CANS** and **CANS** (Child Abuse and Neglect Search),

Workers' Compensation and Employers' Liability Policy

Named Insured TriNet HR III-A, Inc. L/C/F HopSkipDrive, Inc.	Endorsement Number
	Policy Number RWC_C66283483 Symbol: Number:
Policy Period 10/21/2019 TO 07/01/2020	Effective Date of Endorsement 07-01-2019
Issued By (Name of Insurance Company) ACE American Insurance Company	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Clark County Purchasing and Contracts Division
Attn: Insurance Coordinator
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155

CBE 605428-19- Foster Youth Services for School Transportation.

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Additional Insured Entity(ies):

Any Person or Organization where required by Federal, State or local regulation, ordinance or statute, or where required by written contract, provided the requirement occurs prior to the "accident".

A. Section II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to include as an additional insured the organization(s) shown in the SCHEDULE, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and caused by an "accident" resulting from the ownership, maintenance or use of a covered "auto". However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by contract or agreement to provide such additional insured.

B. Section II - COVERED AUTO LIABILITY COVERAGE, C. Limit of Insurance is amended to add the following:

With respect to the insurance afforded to the additional insureds shown in the SCHEDULE, the following is added:

The most we will pay on behalf of the additional insured shown in the SCHEDULE is the amount of insurance:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Contents

- A.1. Amendment Of Liquor Liability Exclusion
- A.2. Non Owned Watercraft
- A.3. Personal Property Loaned Or In Your Care, Custody Or Control
- A.4. Damage To Rented Premises – Fire, Lightning Or Explosion
- B.1. Bail Bonds
- B.2. Loss Of Earnings
- C.1. Additional Insureds – Managers Or Lessors, Lessors Of Equipment, Governmental Agencies Or Political Subdivisions, Mortgagee, Assignee Or Receiver
- C.2. Newly Acquired Organizations Time Period
- D.1. Damage To Premises Rented To You Limit
- D.2. Medical Expense Limit
- E.1. Duties – Reporting As Worker's Compensation & Knowledge Of Occurrence
- E.2. Other Insurance – Fire, Lightning Or Explosion
- E.3. Representations – Unintentional Errors
- E.4. Waiver Of Rights Of Recovery
- F.1. Mental Anguish From Bodily Injury

A. Paragraph 2. Exclusions of Section I – Coverages – Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment Of Liquor Liability Exclusion

Exclusion c. **Liquor Liability** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

GL 2045 06 14

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Page 1 of 5

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

2. Non Owned Watercraft Amendment

Paragraph (2) of Exclusion g. **Aircraft, Auto or Watercraft**, item (a) is replaced by the following:

- (a) Less than 52 feet long; and

3. Property Damage to Personal Property Loaned To You Or In Your Care, Custody or Control

Items (3) and (4) of exclusion j. **Damage to Property** are replaced by the following:

- (3) Property loaned to you;

However, if your business is other than "contracting", "servicing", or rental, this exclusion does not apply to "property damage" to personal property that is loaned to you, but only if the damage is caused by your negligence. The most we will pay is \$25,000 for each occurrence. This limit is part of the Each Occurrence Limit and not in addition to the Each Occurrence Limit.

- (4) Personal property in the care, custody or control of the insured;

However, if your business is other than "contracting", "servicing", or rental, this exclusion does not apply to "property damage" to personal property that is in your care, custody or control, but only if the damage is caused by your negligence. The most we will pay is \$25,000 for each occurrence. This limit is part of the Each Occurrence Limit and not in addition to the Each Occurrence Limit.

If we have made any payment for property under Paragraph (3) above, we will not make any payment for that property under this Paragraph (4).

4. Damage To Premises Rented To You

The last paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Paragraphs 1.b. and 1.d. of Supplementary Payments – Coverages A And B are amended as follows:

1. Bail Bonds

The limit for bail bonds in Paragraph 1.b. is amended to \$2,500 in lieu of \$250; and

2. Loss Of Earnings

The limit for actual loss of earnings in Paragraph 1.d. is amended to \$500 a day in lieu of \$250 a day.

C. Section II – Who Is An Insured is amended as follows:

1. The following are added as additional insureds when you have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy:

a. Managers Or Lessors

Any managers or lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you rent or lease a premises.

b. Lessors Of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

c. Governmental Agencies Or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision subject to the following additional provisions:

- (1) This insurance applies only with respect to:
 - (a) Premises you own, rent, or control; or
 - (b) Operations performed by you or on your behalf;

for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- (2) This insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The written contract or written agreement referenced in paragraph 1. above must be;

- a. In effect at the inception of the policy period or become effective during the term of the policy period; and
- b. Executed prior to the "bodily injury", "property damage", "personal and advertising injury" covered under this coverage part.

The Limits of Insurance applicable to the insureds in a., b., and c. above are those specified in the valid written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are part of and not in addition to the Limits of Insurance shown in the Declarations.

d. Mortgagee, Assignee Or Receiver

Any person or organization who is a mortgagee, assignee or receiver of your premises or business, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Section III – Limits of Insurance is amended as follows:

1. Paragraph 6. is replaced by the following:

6. Damage To Premises Rented To You

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises;

- a. While rented to you; or

- b. In the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of \$1,000,000 or the limit shown on the Declarations page.

- 2. The following paragraph is added to item 7.:

The Medical Expense Limit is the greater of \$15,000 or the limit shown on the Declarations page.

E. Section IV – Commercial General Liability Conditions is amended as follows:

- 1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim to which this insurance applies, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim rather than a Worker's Compensation claim.

f. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or the "employee" designated by you to give notice to us of such "occurrence" or offense, if you are a corporation;
- (4) A manager, if you are a limited liability company; or
- (5) A trustee, if you are a trust.

- 2. Paragraph b. **Excess Insurance** of Condition 4. **Other Insurance** item (ii) of the Occurrence Form and item (iii) of the Claims Made Form is replaced by the following:

That is Fire, Lightning or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The following is added to Condition 6. **Representations:**

d. It will not be considered a violation of this condition if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

- 4. Condition 8. **Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage if there is a contract, executed prior to the loss, with that person or organization that requires you to waive rights of recovery.

- F. Section V – **Definitions** is amended as follows:

- 1. Definition 3. in the **Definitions** Section is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.

2. The following definitions are added:

"Contracting" means an establishment in which the principal operation is that of installation, construction, demolition or maintenance. This includes any owner-contractor, general contractor or subcontractor, whether or not he/she actually performs any part of such work or has employees on the site.

"Servicing" means an establishment in which the principal operation is the providing of a personal or commercial service. Included are establishments providing entertainment or recreation, or warehousing of property of others.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We agree to waive any and all subrogation claims against the person or organization designated below:

CareDrivers as required by written contract signed by both parties prior to loss.

Clark County Purchasing and Contracts Division
Attn: Insurance Coordinator
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155

Endorsement Effective: **12/18/2019**

Expiration: **05/01/2020**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured", other than for Rideshare Drivers", under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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**CBE 605396-19
ADOPTION RECRUITMENT SERVICES
CHANGE ORDER NO. 1**

Project Name		RFP No.	Entity	Date
Adoption Recruitment Services		605396-19	The Adoption Exchange, Inc.	
Change No.	Purchase Order No.	Outline Agreement No.		
1	4500317725	4610006896		

You are hereby directed to replace Attachment 3 pages A-6 through A-12 with the attached Attachment 3 page A-6. To be effective October 1, 2020.


Description	TOTAL
CONSIDERATION AND COMPENSATION FOR THE REVISED FEE SCHEDULE	\$0.00
Total	\$0.00

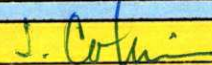
1. Original Contract Not-to-exceed Annual Amount:.....	\$939,343.46
2. Net Change(s) Previously Authorized:.....	Not Applicable
3. Total Contract Not-to-exceed Annual Amount To Date (Line #1 + Line #2)	\$939,343.46

CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)

Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
6/30/2020 Four one-year renewal options	6/30/2020 Four one-year renewal options	No Change

It is understood and mutually agreed that this Fee Schedule does not revise the contract amount.

Signature:  Date: 6-15-20
 Jeff Pelech
 Chief Financial Officer

Signature:  Date: 6/17/20
 Jessica Colvin
 Chief Financial Officer

CBE 605396-19
EXHIBIT A
SCOPE OF WORK
ATTACHMENT 3
BUDGET SUMMARY AND NARRATIVE

**CHANGE ORDER NO. 1
EFFECTIVE OCTOBER 1, 2020**

Type of Service	Description of Service	Estimated Quantity	Rate	Unit	Estimated Total
Intensive Recruitment Service Fee	Recruiters will conduct intensive recruitment services for youth waiting in foster care in Clark County.	1,638.00	\$ 345.00	Days Worked per Recruiter	\$ 565,110.00
Family Support Training Service Fee	Provide support and education to prospective adoptive families through adoption information classes, webinars, and phone line inquiries. Deliver pre-service adoption training	260	\$ 335.00	Days Worked per Support Trainer	\$ 87,100.00
Project Admiration Fee	Lead, and supervise program services, to include the development, coordination and administration of WWK recruitment model, strategic planning, data collection and reports.	12	\$ 13,000.00	Month	\$ 156,000.00
OTHER*					
Travel for Annual Summit	Wendy's Wonderful Kids Summit (Intensive Recruitment Summit), Columbus OH*	7	\$ 1,713.40	Each	\$ 11,994.46
Travel	Recruiter Travel (Mileage/Lodging/Airfare/Per Diem)*				\$ 49,840.00
Occupancy	Las Vegas Office Lease*	12	\$ 4,400.00	Month	\$ 52,800.00
Staff Development	TBRI Training \$3,500/@TCU & \$300/staff local training				\$ 6,200.00
Venue	4 venue space rentals @\$300 rental	4	\$ 300.00	Each	\$ 1,200.00
Contractual	20 specialized trainings @\$350/training	20	\$ 350.00	Each	\$ 7,000.00
Photography	Video story telling @\$300 per recruiter	7	\$ 300.00	Each	\$ 2,100.00
<i>*Copy of receipts of purchase required</i>					
NOT TO EXCEED ANNUAL AMOUNT					\$ 939,344.46



High-Quality Virtual Visitation Services

Scope of Work

Prepared for:

Clark County Department of Family Services

Prepared by:

Christina Vela, CEO

St. Jude's Ranch for Children

October 22, 2020

Objective

This scope of work's intended outcome is to provide Clark County Department of Family Services (DFS) the tools and training to improve the quality of virtual visits between children and youth living in foster care and their siblings and their parents.

Program

St. Judes Ranch for Children (SJRC) will provide DFS with tools, training and visitation alternatives to support family visitation for the children and families they serve. Quality and frequent visitation is a critical part of the reunification process and aids in supporting child well-being.

Additionally, the value of virtual visitation is to be expanded beyond visits with children and their parents also to include frequent and quality sibling visitation.

Creative Process

SJRC has an array of creative and innovative team members that will lend their talents to all of the projects listed below. These team members include a talented marketing manager who can create high-quality info graphs, videos, fliers and other images to support the goals contained within this scope of work. Additionally, the Program Manager for the SJRC Sibling Preservation program has many years of experience working with Clark County foster parents, caseworkers, and other stakeholders in providing visitation for siblings in varied settings. SJRC employs skilled training personnel that will deliver course information in an engaging fashion throughout the video series.

Development of Materials

- Establish Goals/Objectives
- Market Research
- Determine Target Audience
- Brainstorm creative
- Create messaging
 - Infographs
 - Informational flyers
- Track, perform, adjust

Deliverables

1. **Four Training Video Courses:**

Course 1: Foster Parents

Course 2: Bio Parents

Course 3: Resource Development and Support

Course 4: Visitation Teams

*Each course is two modules estimated at one half hour per module.

Summary Quizzes will be provided for each session or shared as a takeaway assignment. Reporting on quizzes completed will be available.

2. **Virtual Visitation Services Materials:**

- **Fliers & Tip sheets/Infographics**-These will be printable and shareable.
 - Maximizing virtual visits for caregivers, biological parents, caseworkers, and other family supporters.

 - Virtual activities and icebreakers to maximize quality contact.
- **Written Guidelines**-For preparing for a virtual visit, what to do during the virtual visit, and post-virtual visit.
- **Visitation Summary Form** to be completed by the visitation supervisor and caregiver to document the visit and plan for any improvements.

Timeline of Deliverables

<p>Four Training Video Courses (2 Modules Each)</p> <p>Course 1: Foster Parents Course 2: Bio Parents Course 3: Resource Development & Support Course 4: Visitation Teams</p>	<p>To commence after initiation of contract and completed within 90 days</p>
<p>Materials</p> <p>Quizzes for all Modules Fliers & Tip sheets/Infographics Written Guidelines Visitation Summary Form</p>	<p>To commence after initiation of contract and completed within 90 days</p>

Payment Terms

Payment is due after completion of Deliverable.

\$10,000 after production & delivery of Training Courses

\$5,000 after production & delivery of Materials

TOTAL PROJECT: \$15,000

Conclusion

SJRC is committed to supporting DFS in its goals to provide high quality and frequent virtual visitation for children, their siblings, and parents. This is subject to modifications and further refinement to meet the needs of DFS.

SAMPLE-Please see attachment

**SCOPE OF WORK TO PROVIDE FOSTER KINSHIP SERVICES
BETWEEN
CLARK COUNTY, BY AND THROUGH ITS DEPARTMENT OF FAMILY SERVICES, (“OWNER”)
AND
FOSTER KINSHIP (“PROVIDER”)**

1. INTENT

At OWNER’s direction, PROVIDER shall provide kinship information sessions designed to increase a kinship caregiver’s capacity to provide safe, stable and nurturing home for foster children. The sessions will include preparation for initial kinship licensing requirements, caregiver training utilizing the curriculum of Caring for Your Own, access to the Kinship Navigation Tool, caregiver training on CPR and Car Seats.

2. TERM

The term of this SOW shall be effective October 1, 2020 through June 30, 2021 with the option to extend up to three (3) months for OWNER’s convenience. During this period, PROVIDER agrees to provide the services as outlined in this SOW. This agreement may be terminated in whole or in part by either party for its convenience upon ten (10) business days written notice to the other party of its intent to terminate the agreement.

3. NOTICE

To constitute notice under the agreement, the parties must address all correspondence in writing to the respective representative below:

TO PROVIDER: Foster Kinship
Attn: Alison Caliendo, Executive Director
3925 W Cheyenne Ave, Suite 401
North Las Vegas, NV 89032
(702) KIN-9988
Email: ali@fosterkinship.org

TO OWNER: Clark County Family Services
Attn: Administrator
121 So Martin Luther King Blvd.
Las Vegas, NV 89106
(702) 455-5484
E-mail: dfsadminteam@clarkcountynv.gov

4. RESPONSIBILITIES OF PROVIDER

PROVIDER shall:

- A. Provide a classroom Kinship Information session up to four times a month. The information sessions will be facilitated by the PROVIDER and will consist of material distribution and a question and answer period. A Foster Kinship representative must be available at each session to ensure clients receiving Non Needy Relative Care (NNRC) and Temporary Assistance for Needy Families (TANF) are participating and to connect caregivers with their community resources in a timely manner from the date a child is placed in the home.

- B. Provide on-site manager support for all required licensing training, including Caring for Your Own training. Caring for Your Own training is provided to relatives and fictive kin for initial licensing process per NAC Chapter 424 requirements for licensure. All training will be held at the Foster Kinship office located at 4344 W. Cheyenne Avenue, N. Las Vegas, NV. 89032.
- C. Provide Navigator Services. Provide up to 156 hours of navigator services for DFS families each month, including: a helpline service and case management to enroll kinship participants for each session, answer questions after the session, ensure accuracy of information retained, ensure access to financial support, and direct individuals to the appropriate contact with OWNER and community partners. Provide a weekly helpline service to enroll kinship participants for each session, answer questions after the session, ensure accuracy of information retained and direct individuals to the appropriate contact with OWNER and community partners.
- D. Provide child-care for participants attending required licensing training (e.g. Caring for Your Own, car seat, CPR, QPI classroom).
- E. Collect data at the Kinship Information sessions, child welfare data, such as length of placement and placement outcome will be provided by OWNER. The data collection results will be designed by the designated PROVIDER's researcher and in partnership with OWNER.
- F. Provide feedback and assessment to the OWNER regarding each participant's strengths and needs throughout the five-week training sessions.
- G. Provide quarterly reports for services provided as warranted and at the direction or request of the OWNER.
- H. Be responsible for providing all training resources and materials for each participant.
- I. Provide Caring for Your Own training up to four times a month. Each participant will be given an evaluation to complete at the end of training. The evaluations will be submitted to the OWNER for review. Caring for Your Own training is provided to relatives and fictive kin for initial licensing process per NAC Chapter 424 requirements for licensure. The curriculum was developed by DFS to provide information to families about working with the Department and also to provide support to the caregivers. (**Attachment 3 Meeting Agenda**) Training will be held at the Foster Kinship office located at 3925 W. Cheyenne Avenue, Suite 401N. Las Vegas, NV. 89032. Due to COVID19, training will be held online at the same time the classroom sessions are running.
- J. Provide in-person CPR up to six times a month. The trainings will be facilitated by the PROVIDER's certified staff and will consist of material distribution as required by the trainings.
- K. Provide car seat training up to three times a month, OR due to COVID provide online training and up to 400 individual installation checks.
- L. Provide feedback and assessment to the OWNER regarding each participant's strengths and needs throughout the five-week training sessions.

5. RESPONSIBILITIES OF OWNER

OWNER shall:

- A. Provide PROVIDER a list of approximately 15 to 30 of caregivers each week who have open cases with DFS and are current or ICPC caregivers.
- B. When available, provide PROVIDER with available background information and documentation for each client referred by OWNER.
- C. Provide a primary contact person for this project and be available to answer questions and provide guidance and support as needed.
- D. Agree that its officers and employees will cooperate with PROVIDER in the performance of services under this agreement and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

6. BACKGROUND CHECKS

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing

services under this agreement within thirty (30) days after the purchase order associated with this SOW is finalized and prior to any direct contact with child(ren) prior to the commencement of such services.

- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 - i. NCIC (National Crime Information Center),
 - ii. NCJIS (Nevada Criminal Justice Information System)
 - iii. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - iv. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. OWNER requires that a PROVIDER or an employee or agent of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed in Attachment 2, Certification of Compliance.
- D. PROVIDER will provide OWNER with a signed Certification of Compliance, Attachment 2, for PROVIDER and each employee or agent prior to that person having any direct contact with child(ren).
- E. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this agreement will result in suspension of services and/or termination of agreement.

7. COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay PROVIDER for the performance of services outlined in this SOW and in accordance with Attachment 1, Deliverables and Budget Breakdown, subject to OWNER's fiscal limitations, with the not -to- exceed the amount of \$176,176 .00 in appropriated funds issued via purchase order through June 30, 2021.
- B. PROVIDER agrees to submit an invoice within thirty (30) calendar days after completion of services to Clark County Department of Family Services, Attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, Nevada 89106.
- C. OWNER agrees to pay PROVIDER within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER.
- D. PROVIDER's invoices not submitted to COUNTY within six months after date of services shall be rejected for payment in accordance with NRS 244.250.
- E. Any changes to the current service and compensation plan must be made in writing and signed by both parties.
- F. If the agreement is terminated prior to the completion of the services, the OWNER will only make payment for the actual services rendered and completed.

8. ASSURANCES

The PROVIDER Shall:

- A. Comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. Comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.

PROVIDER agrees to comply with the terms of this SOW and enter into this agreement by its authorized representative listed below:

PROVIDER:
FOSTER KINSHIP

By: 
ALISON CALIENDO, Executive Director

Date: 10/30/2020

**Attachment 1
Summary of Budget**

Deliverables and Payment Breakdown				
Description of Services	Unit Price	Estimated Frequency	Quantity	Total Cost
Caring for our Own 5-week kinship training classes- required for foster parent licensing, Kinship Adoption, ICPC (due to COVID maintain hybrid option- in person and online running simultaneously)	\$2,125.00	Per 5 week class series	36 weeks	\$76,500.00
Kinship Navigator Services (includes: ERT referrals, Child-only TANF applications, Fictive Kin TANF apps, Case management for licensing, licensing applications, Resource Locator Tool, peer support, emergency resources, family mediation, legal documents, application filing, helpline. Services available Monday-Thursday 9-9, Friday/Sat 9-4).	\$28.00	Per hour of navigation services used by DFS kinship clients	1404	\$39,312.00
Childcare	\$154.00	Per class where childcare is required	234	\$36,036.00
CPR	\$225.00	In person but small class sizes due to COVID	54	\$12,150.00
Car Seat	\$10.00	Per course completion and installation check	325	\$3,250.00
DFS Info Session	\$248.00	Per session	36	\$8,928.00
Estimated Total:				\$176,176.00

ATTACHMENT 2
Certification of Compliance with Background Check Requirements

Clark County requires that a provider of services to children in the custody of the Clark County Department of Family Services (“DFS”) or a provider’s employee or agent are subject to an adequate background check¹ to ensure that the provider and/or provider’s employees or agents who come in contact with children referred by DFS do not have any of the criminal convictions, charges or pending charges for any of the following:

1. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
2. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Battery which results in substantial bodily harm to the victim;
5. Battery that constitutes domestic violence that is punishable as a felony;
6. Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
7. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
8. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of [NRS 201.295](#) to [201.440](#), inclusive;
9. Abuse or neglect of a child, including, without limitation, a violation of any provision of [NRS 200.508](#) or [200.5083](#) or contributory delinquency;
10. 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;
11. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
12. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
13. Abuse, neglect, exploitation, isolation or abandonment 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; or
14. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or

In addition, the provider must check the Nevada Statewide Central Registry as established by [NRS 432.100](#) and any other state’s central registry where the provider or provider’s employee or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against the provider or the provider’s employee or agent within the immediately preceding 5 years.

I _____ for _____ hereby certify that
 Provider Representative Agency

_____ has been subject to the background check required by this Agreement, and this
 Provider/Employee/Agent

individual has no criminal convictions, charges, or pending charges listed above and has no substantiations of child abuse or neglect in the last five (5) years in Nevada or in any other state in which the individual has resided during that time period.

Signature: _____ Date: _____

¹ An adequate background check includes having the person’s information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center) **NCJIS (Nevada Criminal Justice Information System)**, **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search in Nevada and in any other state where the provider or provider’s employee or agent has resided during the last five (5) years).

Meeting 1

Welcome to the Relative-Kinship Licensing Program

A-1	Welcome & Acquainted Activity <ul style="list-style-type: none">• Group Leader and Foster Kinship Introductions• Icebreaker Activity• Resource Locator Tool	Handouts: <ul style="list-style-type: none">1 - Agenda2 – Foster Kinship Information and Consent3 – Family Needs and Community Resources
A-2	Overview of the Kinship Program <ul style="list-style-type: none">• Common Themes Among Caregivers• Roles of Workers• Overview of Program Agenda• Child Welfare Goals	Handouts: <ul style="list-style-type: none">4 – The Program Agenda5 – The Department of Family Services Mission Statement
A-3	Steps to Licensure & Working with DFS <ul style="list-style-type: none">• Information Sharing• Home Study & Inspection• QPI Trainings• Confidentiality Policy	Handouts: <ul style="list-style-type: none">6 – Required QPI Video Study Guides7 – Home Inspection Checklist8 – Confidentiality Policy for Foster Parents
A-4	Summary of Meeting 1 & Preview of Meeting 2	Handout: <ul style="list-style-type: none">9 – Glossary of Terms





Foster Kinship Information and Consent

We want to thank you for your dedication to your family and the role you have taken on as a kinship caregiver. This is an opportunity to acquaint you with information relevant to our services, as well as our data collection, confidentiality, record keeping and privacy policies.

AIMS AND GOALS

The mission of Foster Kinship is to provide kinship caregivers with resources, guidance and community support. To do so, we have the following free services available to **all** kinship caregivers in Clark County, NV. Services are not limited by caregiver age, relationship to the child or the custody status of the child:

- Kinship Helpline available Monday-Saturday during Foster Kinship business hours
- General guidance to community, county, state and federal resources that may be available to you and your family through our Kinship Resource Locator Tool [RLT].
- Monthly Support Groups for kinship caregivers (free childcare provided), and online support group access.
- Benefit (Child-Only TANF, SNAP, EAP, Licensing, etc) Application Sessions
- Regular Family Events for kinship families.
- Access to emergency resources and community referrals
- Classes and training free of charge for kinship caregivers such as Nurturing Parenting.
- Case Management

DATA COLLECTION AND RECORD KEEPING

Foster Kinship collects demographic data as well as data regarding use of our programs and services. Our goal is to better understand variables that may affect the disruption of placement. Department of Family Services may share with us final disposition data regarding your placement. In addition, Foster Kinship collects the following data:

1. If you attended any classes
2. If you received a follow up with kinship locator tool by email/mail and/or phone.
3. If you utilized Benefit Application Support
4. If You attend Support Groups (offered monthly) or Family events (offered quarterly)
5. If you received Case Management Support (type of support and length of time)
6. If you received emergency resources such as a car seat or diapers

A record of visits, services provided, financial and physical resources distributed and notes describing the need for each is kept on file per state and federal law. General reporting on services provided and demographic data will be done on a regular basis. Data will be also used to market the program and to procure funding. Personally identifiable information will not be disclosed without your written consent. Data is reported in the aggregate.

CONFIDENTIALITY

Issues discussed during visits and meetings to determine need and support are important and generally legally protected as both confidential and privileged. However, there are limits to the privilege of confidentiality. Mandatory reporting is required by our agency if there is 1) suspected abuse or neglect of a child, elderly person or disabled person, 2) your caseworker believes you are in danger of harming yourself or another person or you are unable to take care of yourself or 3) if you report that you intent to physically injure someone. In these cases, the law requires the worker to inform that person as well as the legal authorities. In addition, there are other situations which may require Foster Kinship to release information: 4) if ordered by a court to release information as part of a legal matter, 5) in situations of natural disasters whereby protected records may become exposed or 6) as otherwise required by law. You will be asked to sign a Release of Information so that your caseworker may speak with other professionals about your case.

PRIVACY POLICY

Foster Kinship values the privacy of our clients. It is our policy to collect and store only personal information that is knowingly provided to us. We do not share personal information. Through our client database, Foster Kinship collects and stores contact information from individuals as it is knowingly provided to us, including email addresses. Foster Kinship does not distribute personal information or email addresses to third parties. We use this information to contact individuals via email and mail with additional resources that might be of interest, including upcoming events and trainings, new publications, or other resources. You may choose at any time not to provide personally identifiable information, although this may restrict our ability to provide requested services or information.

DIVERSITY STATEMENT

We believe that the diversity of families in our community is our strength. Foster Kinship demonstrates the commitment, knowledge and ability to work effectively with and advocate for individuals and families with a variety of identities, cultures, backgrounds and ideologies. We serve kinship caregivers without regard to caregiver age, disability status, economic circumstance, ethnicity, gender, race, religion, sexual orientation, relation to the child or custody status of the child.

COMPLAINTS

You have a right to have your complaints heard and resolved in a timely manner. If you have a complaint about the services you have received through Foster Kinship, please inform the executive director, Alison Caliendo, at Ali@fosterkinship.org or (702) 546-9988 immediately.

Family Needs	Community Resources
<p>I have custody of my niece who is 2 and nephew who is 7. My nephew is acting out. He is throwing things, spitting and breaking things.</p>	<p>The DFS Parenting Project offers the Triple P (Positive Parenting Program) is designed to help parents of children ages 2-11 years old, manage difficult behaviors, such as throwing things, spitting and breaking things.</p>
<p>I have been caring for my 1-year old nephew and 2-year-old niece for the last two months. I need help obtaining diapers.</p>	<p>Baby First Services can provide caregivers with diapers for children ages 0-3. Baby First Services are open every Monday from 8 am to 4 pm. In order to receive assistance, you must make an appointment, have proof of ID, and have proof of birth such as a birth certificate or placement letter.</p>
<p>I have custody of my younger sister who is 15. She is now pregnant and needs help learning how to care for her baby.</p>	<p>The DFS Parenting Project offers a Baby Care program, which is a 5 week class for expectant and new mothers. Parents learn to care for their baby's needs and receive information on bonding, early development, nutrition, managing stress and communication.</p>
<p>I am 21 years old and I have custody of my 8 year old brother and 5 year old sister. I have no experience caring for children and I want to know what is “normal” behavior and development in children.</p>	<p>The DFS Parenting Project provides classes, ABC's of Parenting for parent of children ages 5 to 10 years old. The help parents gain an understanding of “normal” behavior and development in children. The Parenting</p>
<p>I have been caring for my sister's four children for two days and I have two children of my own. I need help getting clothes and shoes for my sister's children. I can't wait for the</p>	<p>Peggy's Attic is a donation center located behind the DFS Child Haven campus, caregivers can use this resource to help get clothes and</p>

<p>foster care reimbursement to provide for their needs.</p>	<p>shoes within the first thirty weeks after a child has been placed in their home.</p>
<p>I have custody of my 2 year old grandson and his 6 month old brother. I need help getting formula and basic nutritional food items.</p>	<p>WIC (Women Infants Children) can provide formula and basic nutritional food items for children ages 0-5 years old. Anyone caring for children in this age group can apply for assistance.</p>
<p>My husband and I are willing to take in his sister's 3 kids who have been removed from her custody. We both work and cannot afford child care and we don't have anyone who can babysit while we are working.</p>	<p>Urban League provides a subsidy to help with child care including Safe Key for foster parents and care givers who work or permanently disabled.</p>
<p>I have my best friend's daughter who is 15 living in my home. She has been having educational problems. I don't know how to get her the help that she needs in the classroom.</p>	<p>Nevada PEP advocates for children with special educational needs, disabilities, and serious emotional disturbances. They can help ensure that the children get the help that they need in the classroom.</p>
<p>My wife and I have taken custody of our 1 1/2 yr old grandson. He is not standing or crawling and doesn't seem to be able to grab objects. We would like for someone to assess his development.</p>	<p>N.E.I.S (Nevada Early Intervention Services) assesses development of children between the ages of 0 to 3 years old. They will assess gross motor skills and help identify any abnormalities in the normal healthy development of an infant or toddler.</p>
<p>I have taken custody of my little 4 year old cousin. I have thought about enrolling him in preschool but I am not quite sure if he is ready for school. He is struggling with his words and can't seem to identify his colors or shapes. I would like</p>	<p>Child Find provides assessments for children who may seem to be behind in their intellectual development, may not be ready for a regular classroom, and may need extra help in learning.</p>

<p>someone to assess if he needs extra help in learning.</p>	
<p>I have taken custody of my neighbor's son and am concerned that he has not been in contact with his other siblings. He has been in foster care for awhile but because of his behavioral issues he has been separated from them. I think he may need someone to help him through the court process and look out for his best interest.</p>	<p>CASA (Court Appointed Special Advocates) are volunteers who the court assigns to a child's case to ensure permanency and to help the child through the court process and look out for his best interest.</p>
<p>I have custody of my teenage brother. He is getting older and has expressed an interest in looking for a job and moving out on his own.</p>	<p>DFS Independent Living Program offers independent living services such as college preparation, basic living skills, looking for a job, and moving out on their own.</p>
<p>I'm concerned about the licensing application. There are so many questions and I could use some support as I go through it to ensure I am answering the questions correctly.</p>	<p>Foster Kinship offers application assistance via appointment or 45-minutes prior to meeting 2. The facilitators will go through each question with you to ensure you are able to get through it. We will also be able to send your application via e-mail to your licensing worker. Please sign up with your facilitators during break.</p>
<p>It is a Saturday night and I have an emergency involving the relatives placed in my home and I can't get a hold of their caseworker and need to contact an on-call caseworker.</p>	<p>In case of an after-hours emergency, DFS provides a designated on-call caseworker to make emergency decisions on behalf of the regular caseworker for the child.</p>

Meeting 1

<p>I have my sister in my home. She has been expelled from school. I can't take another day off to meet with the school staff and to sign school documents.</p>	<p>Legal Aid Center of Southern Nevada will provide surrogate parents, appointed by the court to represent families through special education plans. They can sign school documents for the relative caregiver.</p>
<p>I have my daughter's four children. The licensing process takes 60-90 days and I need financial assistance to help meet the children's needs.</p>	<p>Caregivers may be eligible to apply for Child-Only TANF through the Division of Welfare and Supportive Services. Caregivers will need to meet income guidelines, be related by blood (and be able to prove it, placement letter does not always work, and comply with child support requirements).</p>
<p>I have my sister's fourteen-year-old son. He does not want to be adopted. I have support systems in place outside of the child welfare agency for my nephew and we are all ready for the permanency plan to be complete.</p>	<p>Guardianship may be an available permanency option. Department of Family Services may offer guardianship or subsidized guardianship (financial compensation from Clark County). It is important to be informed about resources available with guardianship.</p>
<p>I have my friend's 10-month-old granddaughter. I am retired and not working, therefore, I am not eligible for Urban League Child Care Subsidy. I want the infant to receive early education, but I cannot afford to put her in child care.</p>	<p>Sunrise Children's Foundation has an early childhood education centers throughout the valley. If eligible, children 0-3 years old can attend these child care centers for up to 10 hours per day, at no cost to the caregiver.</p>
<p>I am caring for my three grandchildren. Caring for them has been hard but rewarding. There are times I feel very overwhelmed and I need someone to talk to. It would be nice to have someone who knows what I am going through.</p>	<p>Foster Kinship offers support groups three times per month. Caregivers can receive support from other caregivers in a relaxed environment. Foster Kinship offers support groups three times per month—two English speaking groups and one Spanish speaking group. There is also an online support group on Facebook, search Nevada Kinship Caregivers.</p>

The Program Agenda

Kinship Meeting 1:

This meeting serves as a welcome and introduction to the concepts found in kinship care. It also provides an overview of the home study and licensure process and helps increase caregiver understanding of the child welfare system. The meeting introduces the reason children come into care.

Kinship Meeting 2:

This meeting introduces concepts of grief and loss and examines the impact of loss on children placed in the home, birth parents, and their role as kinship caregivers. The meeting continues to explore basic needs of children living in their home and introduces how through meeting children's needs attachments are formed.

Kinship Meeting 3:

This meeting expounds on the concepts of earlier meetings related to needs and feelings of children and the impact on behavior. It will help kinship caregivers understand trauma and the impact on behavior. Furthermore, it will provide caregivers identify various methods of managing those behaviors.

Kinship Meeting 4:

This meeting provides an opportunity for caregivers to examine the challenges of their changing relationships with birth parents. It will examine how caregivers can redefine their relationship with birth parents in order to ensure children's physical safety and emotional well-being and support birth parent efforts to achieve permanency for their children.

Kinship Meeting 5:

This meeting will help caregivers examine working in partnership with the child welfare agency as they explore their role in child and family team meetings and reports of abuse and neglect. They will also learn the importance of support systems. This meeting provides the participants with an overview of reunification and adoption and identifies ways in which kinship caregivers can support permanency planning.

The Department of Family Service's Mission Statement

Our Vision

Safe children, healthy families and caring communities.

Our Mission

Partnering with our community to protect children by building safe, nurturing and stable families.

Our Guiding Principles

We address safety first and foremost.

We respect, value and support birth, foster and adoptive families, co-workers and partners.

We partner with children and families and actively engage them in decision-making and planning.

We maintain and reunify children safely with their families whenever possible.

We are guided by comprehensive, coordinated, family-centered and strength-based assessments.

We preserve and encourage family, school and community connections as a vital part of a caring circle for children.

We provide culturally responsive services when, where and how families need them.

We minimize trauma, improve well-being and achieve permanent homes for children.

When out-of-home placement is necessary, we care for children in family homes or homelike environments that best meet their individual needs, keeping siblings together when possible.

We provide services that are timely from a child's perspective, to respond to a child's developmental and emotional needs.

We help youth become healthy, contributing members of the community.

We support and recognize staff who exemplify these principles.

Child Welfare Goals

The first goal is safety and it is a top priority. This goal focuses on ensuring that children in foster care live in a safe, secure and health environment and are not in danger of abuse or maltreatment.

The second child welfare goal is permanency. This goal acknowledges that children grow and develop best in a permanent home with consistent and predictable caregivers.

The third child welfare goal is child well-being. When children have their physical, emotional, intellectual and social needs met, they are able to grow and develop to their fullest potential.

QPI STUDY GUIDES
Are you Ready? Emergency Preparedness Study Guide

<http://centervideo.forest.usf.edu/video/qpi/nevada/emergencyprepare/start.html>

Each person and pet in your home should have at least ___gallon of water per day for at least___days.

Who will DFS contact in the event they cannot get in contact with you during an emergency?

What are three critical requirements of caregivers during an emergency or disaster?

_____ is the number one natural hazard in Clark County.

Government assistance after a disaster can take at least__ hours or as long as__ days.

TRUE and FALSE. The following are all ways you can help be best prepared: Make a family communication plan with out of state contacts and a “meet up place”, stay informed by listening to local alert systems and monitoring emergency information, and get an emergency kit for the whole family to shelter in place and a go bag for each person in the family in case evacuation.

Are you responsible for preparing a home based disaster kit? YES or NO

You must contact your DFS case worker _____after an emergency or disaster.

How can the Southern Nevada Community Preparedness Application and www.Ready.Gov can help you plan for an emergency or disaster?

You should test your emergency preparedness and communication plan at least ___ per year.

You are required to submit your Emergency/Disaster Plan to DFS by _____.

Normalcy - Let Kids be Kids Study Guide

<http://centervideo.forest.usf.edu/video/qpi/nevada/normalcy/start.html>

What does RPPS stand for?

R:

P:

P:

S:

The following people should be involved in developing the normalcy plan for youth:

1. _____
2. _____
3. _____

The RPPS standard is characterized by:

TRUE or FALSE. Allowance can be used to purchase clothing.

TRUE or FALSE. Allowance can be used to purchase toiletries.

Should children in foster care be treated differently than other children in your home?

When should a caregiver and permanency specialist talk to a child about normalcy?

Can you take a child in foster care out of the country without court/DFS approval?

Can you take a child in foster care on a family vacation without court/DFS approval?

TRUE or FALSE. Background checks are required on all adults in homes where foster children will have sleepovers.

Who needs to know about normalcy?

1. _____
2. _____
3. _____

Home Inspection Checklist

- KITCHEN
 - Plastic trash bags stored out of reach of children
 - All appliances working or stored properly
 - Unused refrigerator or freezer- Doors removed or locked
 - Chemicals/cleaners out of reach of children
 - On high shelf or behind a magnetic lock
 - Emergency phone numbers and address posted
 - All medicines (over the counter, prescribed, topical)
 - Stored in a lock box or behind a magnetic lock

- BEDROOMS
 - Smoke detectors in all bedrooms/top of stairs/hallway
 - Windows open easily, not blocked by furniture
 - Fire escape ladder, if applicable
 - 2nd story apartments and 2 story homes
 - 3 story homes will require 2 ladders (one on each floor)
 - Designated space for each child and storage
 - Adequate floor space between beds
 - Unlocking devices for all bathrooms
 - Security bars on windows must be open
 - Children under the age of 5 on the same floor as caregiver
 - Cribs required for ages 0-2 years old
 - No drop down sides
 - No pack-n-play
 - Bunk beds-must be 6 years old to sleep on the top bunk

- POOLS/SPA/POOL FENCES
 - Pools must be maintained
 - Pool fences are required for ages 1-4 (less than 5 years old); recommended for all others
 - No vertical opening more than 4 inches wide, fence must be 4 ft tall
 - Fence must self-lock and be see-through; chain link fences are prohibited
 - Applicants must be CPR certified (non-primaries are not required)
 - Reaching pole and hook and ring buoy

- FIRE EXTINGUISHERS
 - 2A10BC - For every floor of home
 - Needs to be recharged/replaced every year
 - Provide copy of receipt

- FIRST AID KIT
 - Band-aids, antiseptic, tape, thermometer, gauze

- PETS
 - Restricted from areas where food is prepared and where food is being served
 - Their eating area cannot be in the kitchen
 - No exotic pets (ferrets, boa constrictor, spiders)

- OTHER:
 - Protective plugs-children under 5
 - Installed in unused outlets
 - Weapons/ammo locked separately
 - Locked or inoperable gun safes, trigger lock
 - No locks higher than 48"
 - Smoking: prohibited in the home and in the presence of a child

Confidentiality Policy for Foster Parents

Confidentiality means that information is not repeated, disclosed, shared, or talked about because it is intended to be private and protected.

A. Child's Demographic and Background Information

Nevada Administrative Code (NAC) 424.485 provides that foster parents must maintain confidentiality of the information relating to children in their care and their families. Please remember that confidentiality is the rule and disclosures are exceptions.

1) In the scope of providing care to foster children, foster parents will have access to information about the foster children's health, educational issues, and family background. Generally, all the information about the children should be maintained as confidential. However, while providing care for a child, it may be necessary to release confidential information to a third party for a particular purpose.

To determine whether you may release information to a particular person, you should ask yourself whether such disclosure is necessary for essential function of the requesting party to provide care or services for the foster child. For instance, if the treating physician or psychiatrist/therapist requires child's medical records or other information about the child for diagnostic or for treatment purposes, you should provide it if it is necessary. If the child's school required the child's educational records or information about the child, you should provide that to the school if it is necessary. The best way to remember this standard is to ask yourself does the person or agency have a need to know in order to provide care for your foster child? As always, please contact the child's permanency worker immediately if you have any questions about this area.

2) Social Security Numbers – You may in rare instances be provided a child's social security number for a particular reason such as qualifying a child for certain federal or state programs which require it. You may disclose the child's social security only for the particular purposes which caused Department of Family Services to release the social security number to you.

3) Information about natural parents and siblings of foster children – Depending on the case, court may order foster children's visitation with their natural parents and siblings or you may be invited to Child and Family Team Meetings. Through this process, you may acquire information about foster children's family. You should always respect the privacy of the foster children and their natural families by keeping such information confidential.

4) Foster parent must ensure that the foster children are not identified by name or by clear description or photographed for any publication or other printed or broadcast media.

B. Information or data about child abuse and neglect investigations

Generally, the Department of Family Services will not release information about child abuse and neglect investigations. However, as foster parents become involved in the foster child's life, they may acquire information concerning child abuse and neglect investigations through court proceedings, Child and Family Team Meetings, and conversations with birth parents and the foster child. This information must be kept **absolutely** confidential.

This is important for many reasons:

1. It is a crime to willfully release information about child abuse and neglect investigations to a party who does not have legal entitlement to the information.
2. You may compromise a pending criminal or dependency investigation and adjudication by disclosing confidential details about child abuse and neglect investigations.
3. You may impede reunification of the child with his family by disclosing information that should remain confidential.
4. Some of the preliminary information contained in the child abuse and neglect investigation report may be later unsubstantiated. Other sources of your information may not be reliable, or their accounts of events may have been taken out of context.
5. You will violate the privacy rights of the foster child and his family.

C. Consequences for violating Confidential Policy:

The Department of Family Services take this confidentiality policy seriously because it directly impacts our ability to provide quality child welfare services to children in our custody.

It is a licensing violation and a breach of contract to compromise the confidentiality of foster children. The Department's Licensing Unit will take corrective action and may revoke your foster care license for violating the children's for family's right to confidentiality.

D. Excluded from Confidentiality

As foster parents, you are mandated to report any suspected abuse or neglect of a foster child to the Department of Family Services. If you know or have reason to believe a child is abused or neglect, you must report this immediately. This is not a matter to keep confidential.

Glossary of Terms

Adoption: The legal process in which a child is freed from the birth parents either by relinquishment or termination of parental rights and placed with applicants who have been approved to take a child into their own family and raise the child as their own with all the rights and responsibilities granted thereto, including, but not limited to, the right of inheritance.

Adoption Subsidy: A monthly payment mandated by federal law to be made for the care, maintenance and/or medical needs of a child who fits the definition of special needs.

Approved Relative Foster Home: A foster boarding home in which a foster parent is a relative within the second or third degree to the parent(s) or stepparent(s) of the child and who is approved for specific related children. Relatives within the second or third degree of a parent or stepparent are grandparents, great-grandparents, aunts and uncles and their spouses, siblings, great aunts and uncles and their spouses, first cousins and their spouses, great-great grandparents.

Concurrent Planning – The development of two permanency goals at the same time. Concurrent planning allows for the contingency of finding a foster family for a child that could, if necessary, become the adoptive family for a child who cannot return home. Concurrent planning allows child welfare agency staff to petition to identify, recruit, process and approve a qualified family for adoption while filing the petition to terminate the parental rights of a child's parents.

Child Protective Services – The legal intervention of child welfare agencies, through the judicial (court) system, to protect children and families.

Emotional Maltreatment – Emotional maltreatment is defined by state law and is usually indicated by a combination of behavioral indicators including speech disorder; lags in physical development; failure to thrive; hyperactive/disruptive behavior; sallow, empty facial appearance; habit disorder (sucking, biting, rocking); conduct/learning disorders; neurotic traits (sleep disorder, inhibition of play, unusual fearfulness); behavioral extremes; overly adaptive behavior (inappropriately adult or infantile); developmental lags; attempted suicide.

Foster Care – Foster care is a protective service for families. Foster care usually means families helping families. Children who have been physically abused, sexually abused, neglected or emotionally maltreated are given a family life experience in an agency-approved, certified or licensed home for a planned, temporary period of time. The primary goal of foster care is to reunite children with

their families. Foster parents are often in a position to help children and their families reunify. Foster parents are also often in a position to emotionally support parents who cannot do the job of parenting and must make a plan for adoption or another permanent plan for their children.

Independent Living Program: A federally funded program designed to provide services to youth in foster care who are age 14 and older. These services are geared to help youth adequately prepare for adulthood and for leaving the foster care system.

Kin: Any relative by blood, marriage or adoption, or any person with close family ties.

Kinship Care: The full-time nurturing and protection of children who must be separated from their parents by relatives, members of their tribes or clans, godparents, stepparents or other adults who have a kinship bond with a child. Out-of-home foster care provided by a relative.

Needs: Underlying conditions that must be met before a person can achieve a goal. Needs are not the problem; they are usually the cause of the problem.

Neglect – Neglect is defined by state law and is usually indicated by children who are underweight, have poor growth patterns, are consistently hungry, have poor hygiene, are inappropriately dressed, lack supervision, have unattended physical problems or medical needs, who are abandoned, who beg or steal food, have extended stays at school or rarely attend school, are constantly fatigued, show delayed speech development, inappropriately seek affection, do not change expressions, assume adult responsibilities and concerns, exhibit abdominal distention, have bald patches on the scalp, abuse alcohol or other drugs, talk in a whisper or whine

Permanency: The process whereby a child in out-of-home care is reunited with his or her birth parents, is adopted or is eventually emancipated from foster care. Permanency assures a child a family where he or she will be safe and nurtured.

Permanency Planning – Permanency planning is the formulation of methods to provide services to children and their families to help keep children with their parents if at all possible. If children cannot live with their parents, permanency planning provides for placing children with relatives. If a relative placement is not possible, permanency planning provides for temporary, short-term, foster care placement with a plan to return to the parents. Finally, if return to the parents is not

possible, permanency planning provides for adoption or interdependent living, depending upon the age, strengths and needs of the child and family.

Physical Abuse – Physical abuse is defined by state law and is usually indicated by unexplained bruises, welts, burns, fractures/dislocations and lacerations or abrasions. Other behavioral indicators include a child who feels deserving of punishment, is wary of adult contact, is apprehensive when other children cry, is aggressive, withdraws, is frightened of his or her parent(s), is afraid to go home, reports injury by parent(s), often has vacant or frozen stares, lies very still while surveying surrounding (infant), responds to questions in monosyllables, demonstrates inappropriate or precocious maturity or indiscriminately seeks affection.

Relative Caregiver: An individual providing out-of-home care for a child with whom he or she is related.

Reunification: The process by which a child is safely reunited with (returned to) his or her birth parent(s) or other caretaker.

Risk – Risk is the likelihood of any degree of future harm or maltreatment. It does not predict when the future harm might occur but rather the likelihood of the harm happening at all.

Safety – Safety refers to a set of conditions that positively or negatively describes the physical and emotional well-being of children. A child may be considered safe when there are not immediate threats of harm present or when the protective capacities can manage any foreseeable threats of harm.

Self-disclosure: The process whereby an individual shares information related to his or her personal life situation or a life event.

Sexual Abuse – Child sexual abuse involves any interaction, contact or non-contact, between a child and any person—child or adult—in a power position in which the child is being used for the sexual stimulation of another person. Sexual abuse is defined by state law and is usually indicated by a child’s disclosure and a combination of physical and behavioral indicators.

Strengths: Skills, resources, qualities and experiences that are part of each person.

Support Group: People who meet regularly and share information, offer support and learn new skills for dealing with various family situations.

Temporary Assistance to Needy Families (TANF): A federally funded program that provides financial assistance to dependent children and families.

Termination of Parental Rights (TPR) – The legal ending of a parent’s rights to his or her child. Most state statutes for TPR require that a child has been abandoned; the parent exhibits significant abuse of drugs/alcohol; the parents are mentally ill or mentally retarded; the child has suffered repeated maltreatment; or the child has been in foster care for a specific length of time and the parents have failed to work with the placement agency or to plan for the return of the child.

Well-Being – Well-being includes the physical, emotional, social, mental and moral/spiritual healthy development of a child:

- Is the child or youth **physically healthy**? If not, does the child have the medical attention required to restore or optimize health, given the condition?
- Is the child or youth **emotionally healthy**? Does the child experience being lovable, capable and worthwhile?
- Is the child or youth **socially healthy**? Does the child interact in work and play activities at a level appropriate for age and abilities?
- Is the child or youth **intellectually** on target? If not, does the child have the educational resources required to optimize intellectual growth?

Is the child or youth **morally/spiritually healthy**? Does the child have a sense of right and wrong and an ability to understand the feelings of others? Does the child have hope in the future? Does the child talk about a power greater than himself or herself?

Meeting 2

Grief and Loss

B-1	Introduction to Meeting 2 <ul style="list-style-type: none"> Welcome to Meeting 2 Meeting 2 Agenda Needs Activity 	Handouts: 1 - Agenda 2 – Review to Renew
B-2	The Grieving Process <ul style="list-style-type: none"> Stages of Grief Healing from Losses 	Handouts: 3 – Five Stages of Grief/Predictable Reactions to Loss 4 – Four Healing Emotions 5 – Stages of Grief Caregiver Reflection 6 – Lifebook Information
B-3	Identity, Self-Concept, and Important Connections <ul style="list-style-type: none"> Important Connections Activity 	Handout(s): NONE
B-4	Needs and Family Systems <ul style="list-style-type: none"> Maslow’s Hierarchy of Needs Family as a System Characteristics of a Family 	Handout: 7 – Basic Needs of Humans 8 – Case Example Lily 9 –Characteristics of a Family
B-5	Summary of Meeting 2 and Preview of Meeting 3	Handout(s): NONE



Review to Renew

Needs

N _____

E _____

E _____

D _____

S _____

Loss and Grieving in Foster Care and Adoption

Predictable Reactions to Loss¹

SHOCK/DENIAL

BARGAINING

ANGER

DESPAIR/DEPRESSION

ACCEPTANCE/UNDERSTANDING

¹ Elizabeth Kubler-Ross, *On Death and Dying* (McMillan Publishing Co., Inc., 1969). Concept of final stage of understanding from Craig-Oldsen, H. L. *Sharing in Permanence* (Atlanta, GA: Child Welfare Institute, 1995).

Four Healing Emotions^{2*}

“Grieving the loss of love means fully feeling and then releasing all the painful emotions that come up when we reflect on our loss.” John Gray, PhD.

Anger

- Anger allows children to emotionally explore what has happened that they did not want to happen.
- Children who are not given permission to feel anger risk remaining stuck in a numb and lifeless state.
- Feeling, then releasing, anger reconnects a child to love and passion for life.

Sadness

- Sadness allows children to emotionally explore what did not happen that they wanted to happen.
- After a loss it is important for a child to have permission to be sad, so that the child can adjust to expectations of what is now possible.
- Feeling, then releasing, sadness opens a child’s heart to the joys of love again.

Fear

- Fear allows children to emotionally explore what could happen that they do not want to happen.
- After a loss it is important for a child to have permission to be scared, so that the child can express very real and normal anxieties.
- Feeling, then releasing, fear provides a child the ability to express real needs.

Sorrow

- Sorrow allows children to explore what cannot happen that they want to happen.
- Sorrow is an acknowledgment of a child’s powerlessness to undo what has happened.
- Feeling, then releasing, sorrow provides a child with the ability to discern what is possible

^{2*} Adapted from Gray, John, PhD. (1998). **Mars and venus – starting over**. New York: Harper Collins.

Stages of Grief Caregiver Reflection

Reflect on how you have experienced the stages of grief. You can utilize an experience from the past or present.

SHOCK/DENIAL

BARGAINING

ANGER

DESPAIR/DEPRESSION

ACCEPTANCE/UNDERSTANDING

Lifebook Information

IFAPA has created over seventy free lifebook pages for families to use. What is a lifebook? A lifebook brings together a child's past, present, and future. It is a book to document a child's history, celebrate accomplishments, and allow his or her talents to shine. It is a record of a child's life in his or her own words using photos, artwork, and things picked up along the way. It allows a child to honor life, one day and one event at a time.

Working together on a lifebook can bring a parent and child closer together. It creates a natural opportunity to talk about the circumstances of the foster care and/or adoptive placement. A lifebook is a useful tool in any stage of foster care or adoption.

- A lifebook is an easy tool to use to get to know a new child in your home. Working with the child to create pages that reflect his or her life will help you get to know the child better and build a relationship in the process.
- A lifebook can help a child prepare to return to their birth family. You can help a child document and celebrate accomplishments while in care, and keep track of the important people in his or her life.
- A lifebook can help prepare a child for adoption. You can work with the child to build a bridge between the birth family and the adoptive family.
- A lifebook can help a child build self-awareness and self-esteem. When a child looks through his or her history, they can better understand what has happened to them, who to turn to for help, and the strengths they have which will allow them to move forward. A lifebook should include important milestones to remind a child how much they have accomplished and how many people they have cheering for them.
- A lifebook allows a child to express themselves creatively and dream about the future.
- A lifebook can be started at any age. If a child comes to your home without one, it is the perfect time to start working on it.

IFAPA created these lifebook pages to allow a child to pick the pages that fit his or her style. Each page can be downloaded and printed separately which allows a child the ability to hand-select a preferred page. You can return to the IFAPA website and choose additional pages at any time.

These pages are available to download and print for FREE. **For those who wish to have a printed version of these pages, they are available for purchase (\$19 includes shipping and handling charges). English & Spanish Versions available.**

To purchase a lifebook, visit

http://www.ifapa.org/resources/IFAPA_Lifebook_Pages.asp.

Have fun. Enjoy the time getting to know your child and creating a keepsake that will last a lifetime.

The Basic Needs of Humans 3*



Case Example: Lily

Lily has just turned 14 years old and has been in foster care for six months. Lily was originally placed in foster care because she was physically abused by her father. In this case, Lily was hit on the body and around the face. Her mother took her to the hospital because she was afraid that Lily's jaw had been broken.

During the investigation, which was begun at the hospital, the child protective services investigator learned that Lily had been sexually abused by her father's 34-year-old brother. Lily's father believed that Lily had encouraged his brother, and that is why he hit Lily. Lily's mother said she could not protect Lily in the home. During the course of the investigation, the child protective services worker learned that Lily's mother has encouraged Lily to drink alcohol and smoke marijuana with her. There are no family friends or relatives with whom Lily could stay, so Lily was placed in foster care.

Lily began therapy soon after entering foster care and her foster parents have worked closely with the therapist. Lily frequently dresses in clothing more appropriate for an older person. She also often wears brief tops that expose her shoulders and midriff, and she wears very short and tight skirts. During her first four months in care, Lily has often lied for no apparent reason and she has taken small amounts of money from her foster mother's purse on two occasions. When confronted with the lying and stealing, Lily responded by throwing a temper tantrum and then pouting. Lily is two years behind the grade level of other youth her age, and she is struggling in school. She is testing at about three years below her age level. During the first month in the foster home, Lily was often physically affectionate with her new foster father, seeming to enjoy long hugs, which she initiated whenever they were alone together in the same room. He and his wife talked with Lily about appropriate and comfortable ways to demonstrate affection in their home, and she responded well.

The foster parents have provided consistent consequences for Lily's behavior and have established a predictable family schedule and routine for Lily. Lily has responded well to consistency and predictability. She has recently talked with her foster mother about being sexually abused as a toddler and pre-schooler by her great-grandfather (her mother's grandfather). The foster parents contacted the child welfare worker and an investigation was begun. The investigator has confirmed that Lily's great-grandfather spent several years in prison when Lily's mother was a little girl. He was incarcerated for child molestation. Lily's parents used the grandparents as babysitters for Lily before Lily began going to school. The therapist believes Lily and thinks that Lily's early problems in school and with friends may have been affected by her very early sexual abuse.

Characteristics of the Family System*

The family system has five major characteristics: **boundaries, rules, roles, decision-making and power distribution and communication styles** among family members.

Boundaries

Families have boundaries, or “invisible lines,” that define who or what is inside the family and who or what is outside. Very closed families have locked gates, high fences, unlisted numbers, not much contact with the outside world and lots of secrets. Very open families have frequent guests, unlocked doors and lots of “differences” among family members.

Rules

Over time, families develop rules about how they relate to each other and the outside world. The rules are developed by the family to ensure stability and keep the family distinct from other families.

What are your family rules about food, about dress, about school and about who can be friends of the family?

Which rules are openly discussed and can be changed? What happens if a rule is broken?

Roles

Every family works out things like who does the chores, who handles the money and who cares for the children. The way we fulfill our roles depends upon our culture, our own upbringing, our lifestyle and family composition. In some cultures, for example, older children do a lot of caretaking of younger children.

Each member of a family has a unique role. There is only one mother, wife, husband, father, oldest child, youngest child, only male or oldest male. What is it like to be the mother, father, youngest child, only female, etc., in a family? How has the child being placed in your care changed the roles of family members?

Decision-making and Power Distribution

All families have ways of making decisions and resolving conflicts. Some families strive for equality and let everyone participate in making decisions. Other families allow only one family member (maybe the father or the mother) to make the “major decisions.”

It is important that the family have an orderly pattern of power distribution – one that is reliable but flexible enough to change if necessary.

How are decisions made in your family?

Communication Styles

You can't not communicate. All behavior says something. Even silence is a message. A family works out its roles, rules, power and boundaries through communication.

Families have communication processes that range from open to closed. Open communication means messages are clear; people let you know where they stand and can express themselves relatively freely. On the other end, there are messages which are not clear (“damned if you do and damned if you don't” situations which lead to closed communication processes); individuals cannot freely express their needs and there is little congruence in what people feel, say and do.

There are all kinds of workable and effective communication and relationship patterns. Culture and ethnicity have a lot to do with how families express themselves. What is important is that the communication style of the family matches that of the child.

What is the communication style in your family? Does the child understand how the family expresses feelings, gives instructions or does different activities?

Meeting 3

Grief and Loss

C-1	Introduction to Meeting 3 <ul style="list-style-type: none"> Welcome to Meeting 3 Review Meeting 2 “What’s Wrong with You” Video 	Handout: 1 - Agenda
C-2	Children and Youth in Foster Care— Assessing their Needs <ul style="list-style-type: none"> Role of Kinship Caregiver Child Development 	Handouts: 2 – Components of Wellbeing of Children and Youth in Foster Care 3 – Erickson’s Stages of Development 4 – Impact of Abuse & Neglect on a Child’s Development
C-3	Reasons, Feelings, and Behaviors <ul style="list-style-type: none"> Watch “Removed Pt 1” Group Activity Traumas Impact on the Brain 	Handout(s): NONE
C-4	Role of Caregivers in Helping Children Express Feelings and Manage Behaviors <ul style="list-style-type: none"> Punishment vs. Discipline Trust Based Relational Intervention 	Handouts: 5 – Definitions of Punishment & Discipline 6 – Side Effects of Physical Punishment 7 – Policy on Discipline of Foster Children 8 – Trust Based Relational Intervention

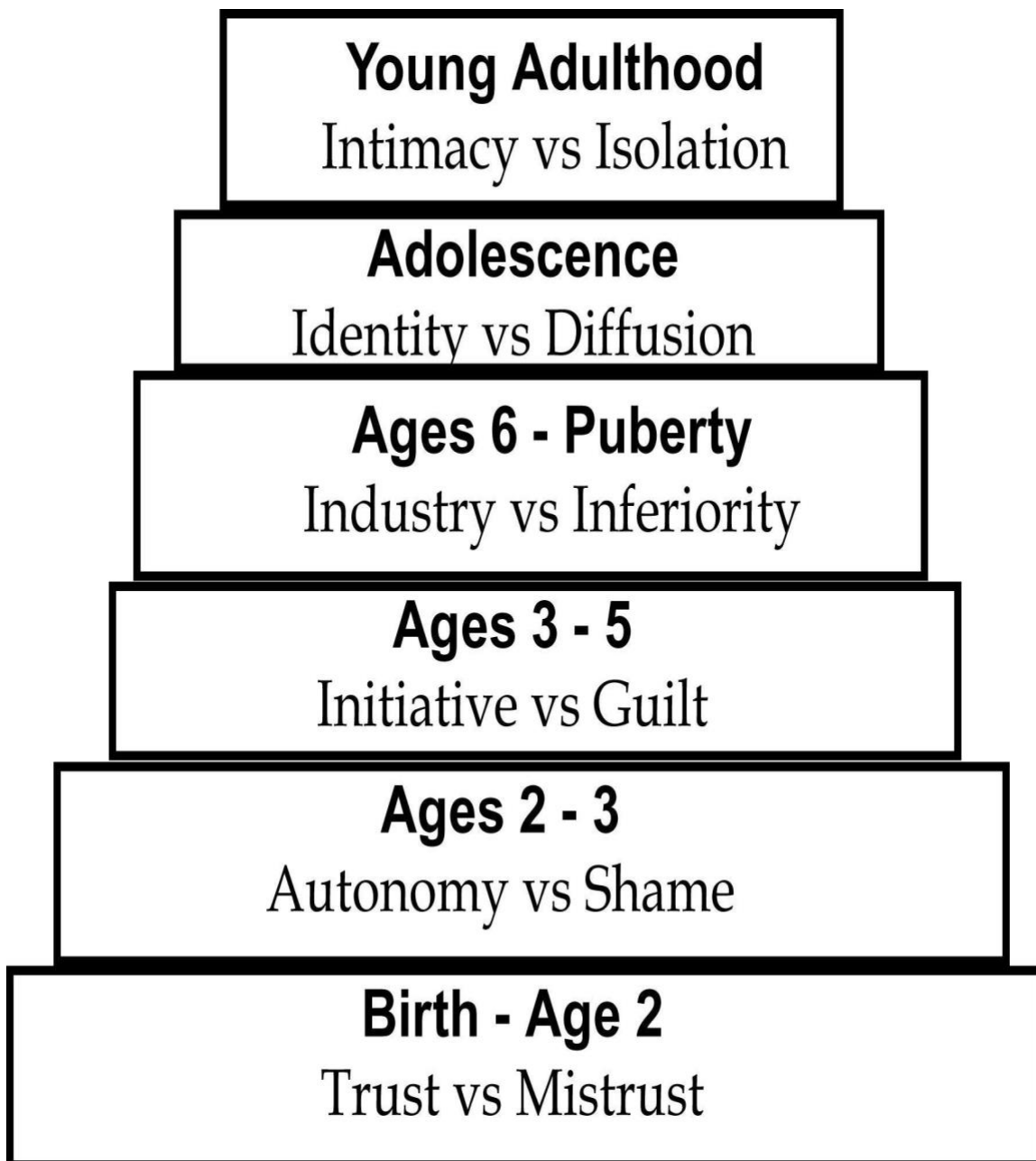


Components of Well-being of Children and Youth in Foster Care

Here are several questions to help foster parents assess the components of well-being of children in foster care:

- ◆ Is this child or youth **physically healthy**? If not, does this child have the medical attention required to restore or optimize health, given the condition?
- ◆ Is this child or youth **emotionally healthy**? Does this child experience being lovable, capable and worthwhile?
- ◆ Is this child or youth **socially healthy**? Does this child interact in work and play activities at a level appropriate for age and abilities?
- ◆ Is this child or youth **intellectually** on target? If not, does this child have the educational resources required to optimize intellectual growth?
- ◆ Is this child or youth **morally/spiritually healthy**? Does this child have a sense of right and wrong and an ability to understand the feelings of others? Does this child have hope in the future? Does this child have a belief in a positive power greater than himself or herself?
- ◆ Does this child or youth have **healthy attachments**, including **cultural and family connections**?
- ◆ Is this child or youth **grieving loss** in a healthy way through expressions of anger, sadness, fear and sorrow?
- ◆ Is this child or youth able to **manage his or her own behavior** in an age-appropriate way?

Erickson's Stages of Development^{1*}



Impact of Physical Abuse, Sexual Abuse, Emotional Maltreatment and Neglect on a Child's Development*

Following is a partial list of behaviors that may signal a problem in a child's development. If you notice one or more of these behaviors in a child, consider referring the child for further assessment. Remember, children grow at their own special rate. Children of the same age develop differently. Be careful not to jump to conclusions after a single incident. If the behavior continues for several days or weeks, you should seek help. Recognizing and being familiar with the signs of illness are also necessary to prevent permanent damage to a child's development. Be careful, however, not to confuse simple illness with more serious problems. For example, before referring a child with watery eyes for an eye examination, find out if the child simply has a cold.

The Infant:

- ◆ does not cry or cries very weakly;
- ◆ cries at a very high pitch;
- ◆ screams all the time;
- ◆ does not react to pain, noise, lights or attention;
- ◆ has trouble breathing (noisy, raspy, gurgling sounds);
- ◆ has a hard time sucking, eating, swallowing;
- ◆ vomits frequently and has a hard time keeping food down;
- ◆ has eyes that are often red or watery;
- ◆ at six months of age, is still cross-eyed, rolls the eyes around or does not follow things with both eyes;
- ◆ does not turn toward sounds;
- ◆ has earaches and shows this by crying or putting hand near the ear (there may be a runny fluid coming from the ear);

* Adapted from Martin, H. (1979) *Treatment for abused and neglected children*. Washington, DC: User Manual Series, National Center on Child Abuse and Neglect.

- ◆ cannot focus on caretaker's eyes or face;
- ◆ often has a high temperature;
- ◆ has skin rashes often;
- ◆ does not lie in different positions at six months;
- ◆ rocks constantly in corner, playpen or crib;
- ◆ does not smile when familiar people approach;
- ◆ bumps head on pillow while trying to get to sleep;
- ◆ always bumps into things;
- ◆ things, holds objects close to the eyes or doesn't try to reach for squints to see objects;
- ◆ rocks back and forth for long periods of time, waving fingers in front of eyes;
- ◆ sleeps for a very long time;
- ◆ at six months of age, does not hold head steady when supported;
- ◆ at nine months of age, cannot balance head;
- ◆ at nine months of age, cannot sit alone when placed in a sitting position;
- ◆ at nine months of age, cannot pick up small objects;
- ◆ at nine months of age, does not vocalize with expression;
- ◆ at one year of age, never points to anything or responds to people or toys.

The Child (toddlers, preschoolers and kindergartners):

- ◆ has trouble controlling arms and legs;
- ◆ falls often, walks poorly or can't walk at all by 2 years of age;

- ◆ holds one hand at side and never uses it for picking up or holding toys;
- ◆ has stiff arms, legs or neck;
- ◆ drools all the time;
- ◆ may sleep often during the day;
- ◆ shows signs of seizures — often faints, wets and soils pants even though toilet trained, lies on the floor with arms and legs stiff, then jerks arms and legs around with back arched, then sleeps dreamily;
- ◆ has many skin rashes, lumps or sores;
- ◆ refuses to eat for three or more days;
- ◆ coughs constantly;
- ◆ has continual diarrhea;
- ◆ is unusually pale and skin is cold;
- ◆ suddenly becomes dizzy, vomits, sleeps, wets or has a headache;
- ◆ squints or holds objects close to see them;
- ◆ rolls eyes around, is cross-eyed or doesn't use both eyes to follow objects;
- ◆ doesn't point to, wave back to or imitate others;
- ◆ doesn't look at colorful, eye-catching objects;
- ◆ often waves fingers in front of eyes;
- ◆ often rubs eyes;
- ◆ complains of itching or burning eyes or of seeing double;
- ◆ frequently complains of headaches or dizziness;
- ◆ does not react to sudden loud sounds;

- ◆ has many earaches or has a runny fluid coming from the ear;
- ◆ has little voice control;
- ◆ bumps head on pillow in bed to go to sleep;
- ◆ does not walk or talk by three years of age;
- ◆ has trouble understanding or remembering simple directions;
- ◆ has trouble doing many skills which require eye-hand coordination, such as scribbling on paper with a crayon;
- ◆ does not respond to simple questions or directions;
- ◆ does not seem to enjoy being held or touched;
- ◆ does not know body parts;
- ◆ often hurts own self by hitting or biting;
- ◆ rocks back and forth for long periods of time;
- ◆ does the same movement over and over, such as waving arms and legs;
- ◆ says the same thing over and over, or only repeats words after hearing them from another person;
- ◆ at three or four years of age, does not play with other children and prefers to be alone in the corner or in bed;
- ◆ at three or four years of age, cannot run, jump or balance on one foot;
- ◆ at three or four years of age, cannot throw or kick a ball.

School-aged children who show any of the same warning signs as infants, toddlers, preschoolers or kindergartners may need your special attention. Other signs of possible problems for school-aged children follow:

The School-Aged Child:

- ◆ is overweight or underweight;
- ◆ has consistent bad breath and a severe sore throat;

- ◆ has an injury that leads to dizziness, vomiting, headache or sleepiness;
- ◆ is not able to see objects or books clearly;
- ◆ complains of frequent headaches or dizziness;
- ◆ has frequent sties or other eye irritations;
- ◆ complains of eyes that burn, itch, swell or water;
- ◆ squints and rubs eyes often;
- ◆ is easily distracted;
- ◆ speaks very little and uses only a few words;
- ◆ asks for words to be repeated or stays near you and frequently watches your lips when you speak;
- ◆ has frequent earaches;
- ◆ leans toward a sound or requires voices or music to be louder than normal;
- ◆ does not come when called or does not follow directions;
- ◆ appears confused or frustrated when asked to try something new;
- ◆ by age six, cannot dress self;
- ◆ by age six, cannot identify shapes or colors;
- ◆ by age six, cannot follow simple rules or directions;
- ◆ by age seven, cannot print own name without help;
- ◆ by age seven, cannot count from one to 100;
- ◆ needs to have new ideas repeated often and in many different ways;
- ◆ fights often with other children;

- ◆ is unusually shy or withdrawn;
- ◆ fears new experiences and people;
- ◆ is unable to handle changes;
- ◆ is often depressed and unhappy;
- ◆ is unable to receive or show affection;
- ◆ refuses to eat for a long period of time;
- ◆ lies, cheats or steals frequently;
- ◆ is constantly negative about self, school, day care or home.

The Adolescent:

- ◆ misses school on a regular basis but is not ill;
- ◆ has not developed signs of puberty by age 16;
- ◆ at age 16, is markedly shorter than peers;
- ◆ is very quick to show anger and has a violent temper;
- ◆ stays away from home for days at a time without word of whereabouts;
- ◆ is frequently disciplined at school for misbehavior;
- ◆ has been arrested;
- ◆ stays alone most of the time;
- ◆ has few friends;
- ◆ has poor relationships with peers;
- ◆ has no appetite or prolonged loss of appetite;
- ◆ is generally sluggish, tired and has little energy

Definitions – Discipline and Punishment

- ◆ Punishment is a behavior designed to stop a behavior. Punishment is derived from the Latin, *punire*, which is associated with causing pain.
 - ◆ Discipline is defined as “training intended to produce a specified character or pattern of behavior.” The word discipline is derived from the Latin, *discere*, which means to learn. (Source: **The American Heritage Dictionary**)
 - ◆ Discipline of children who have been physically abused, neglected, emotionally maltreated or sexually abused should teach the following:*
- To understand feelings and needs;
 - To understand the connection between feelings and behaviors;
 - To learn healthy ways to get needs met (problem solve);
 - To feel good about their relationships with adults and other children;
 - To feel good about themselves (lovable, capable, responsible and worthwhile).

* Polowy, M., Wasson, D., and Wolf, M., (1985). Information on what discipline needs to teach is adapted from **Foster Parent Training — A Curriculum and Resource Manual**. Buffalo: The New York State Child Welfare Training Institute, State University College at Buffalo

Side Effects of Physical Punishment

Many parents, at some time, have felt that physical punishment (smacking, swatting, hitting, spanking, or depriving a child of food) is the only effective way to make a child stop a bad behavior.

Many parents have seen that physical punishment can be effective because:

- It immediately stops the behavior, at least for a while, by getting the child's attention.
- It makes the parents feel better because they are angry and, therefore, have a way to express their anger. The child knows they are angry.
- The spanking is just one small part of discipline and is received by the child in a context of a close, loving relationship with parents.*
- Many parents were raised with physical punishment and turned out to be healthy, happy and productive people.

Therefore, what is the problem with physical punishment? For children who have been sexually abused, physically abused or neglected, here are the side effects of physical punishment:

- Children who have been physically abused usually respond to physical punishment in one of the following ways:**
 - They are so used to being physically and emotionally hurt that they don't "feel" the pain. Therefore, they have to be hit or spanked harder and harder to feel any effects.
 - They may find pleasure, or relief in getting the spanking, because it's the only way they have learned to get attention.
- ◆ Physical punishment takes away the golden opportunity parents have to help a child feel remorse for an unkind or objectionable action, thus robbing the child of an opportunity for moral development.

* Gilman, Brian G., “**The Case Against Spanking**,” Foster Care Journal, April 1987. Therefore, they will work hard to get their new parents to show attention the same way that their birth families showed attention.

□ Physical punishment models aggressive behavior. It teaches children that the method a bigger person can use to stop the behavior of a smaller person is to use physical force. We don’t often see an adult use physical discipline with a child bigger than the adult. Likewise, we don’t often see a smaller child hitting a bigger child. The following example demonstrates how a parent can teach a child to use physical force:

— A tired mother is in a grocery store or doctor’s office with her two children who are fighting. They start hitting each other. The mother finally turns around and hits her children, telling them to stop hitting each other. Certainly, she got them to stop hitting — at least for a while. But what did she also teach them? That you get people to do what you want by hitting them.

□ Physical punishment teaches children what not to do instead of what to do.

□ Physical punishment hurts children, and children who need foster care already have been hurt enough.

For children who have been abused, spanking or smacking can be terribly damaging. And sometimes, of course, a child’s foster parents will not know for certain that a child has been physically or sexually abused until the child’s behavior in the foster home so indicates.

Therefore, using alternatives to physical punishment has two important benefits. First, it minimizes the risk of additional hurt to a child. Second, it helps break the intergenerational cycle of physical abuse.

** Adapted from McFadden, E.J. (n.d.). **Fostering the Battered and Abused Child**. Ypsilanti: Eastern Michigan University Social Work Program, p. 7. Battered and Abused Child.

POLICY ON DISCIPLINE OF FOSTER CHILDREN

All family foster homes and group foster homes licensed by the Department of Family Services (DFS) are required to conform to the standards established and the rules prescribed in Nevada Administrative Code (NAC) 424 related to the discipline of children:

NAC 424.515: Discipline of children: Aims. The aims of discipline are threefold:

1. To help the child accept his or her responsibility to others;
2. To help the child realize that others also have responsibilities and privileges; and
3. To help the child accept the fact there are unpleasant and difficult things which everyone must do at times.

NAC 424.520: Discipline of children: General requirements.

1. Discipline, to be effective, must be fair, reasonable, consistent and related to the offense.
2. Discipline must be handled with kindness and understanding and administered in such a way as to help the child develop self-control and to assume responsibility for his own behavior.
3. Well-defined rules setting limits on behavior must be established and made known to each child. When appropriate, children must be allowed to participate in establishing the rules which must be displayed.
4. Appropriate and timely remedial action must be taken when children in foster care exhibit inappropriate behavior, are out of control or commit delinquent acts.
5. Consent by parents or others to punish a child contrary to the provisions of this section is void.
6. Except as otherwise provided in NAC 424.724, for a specialized foster home or a foster home with which a foster care agency has entered into a contract, when serious physical intervention is required by the caregiver to protect the child, other persons or property, an incident report must be filed within 48 hours with a licensing authority representative and the caseworker of the agency responsible for the child.

NAC 424.525: Discipline of children: Recommended techniques for management of behavior.

The following are recommended behavior management techniques:

1. Picking up a child who is out of control and removing him or her from the setting. This is appropriate only to younger children whose size and weight enable such action.
2. Informing the child in a simple and positive manner what conduct is expected.
3. Restriction to the child's room or other area or withholding privileges such as attending social gatherings or watching television. As used in this subsection, "social gathering" does not include an approved visit with any member of a child's family.

4. Sitting with a child until the child gains control of his or her behavior and can return to normal activities.
5. Redirecting the child to a new or different activity.
6. Praising and recognizing a child who behaves in the expected manner.
7. The use of a point system to recognize good behavior and create an incentive to improve inappropriate behavior
8. The withdrawal of positive reinforcement for a temporary time for inappropriate behavior, including, without limitation, removal from participation in the current routine or activities or allowing the child to be alone voluntarily in a quiet, unlocked room.
9. Strategies to teach adaptive behavior which include the use of positive reinforcement.
10. Assigning consequences that are specifically related to the child's behavior.

NAC 424.530: Discipline of children: Restrictions. (*Emphasis added*)

1. The following are examples of ***unacceptable disciplinary techniques***. ***The list is not exclusive***. Foster parents shall discuss disciplinary techniques with the child's social worker before they are used.

The foster parent shall not:

- (a) Subject a child to verbal abuse, humiliate the child, threaten the child or make derogatory remarks about the child or his or her family
- (b) Threaten to subject or subject a child to pushing, punching, shaking, rough handling, force feeding, biting, spanking, hitting of any kind, including with an implement, isolation in a closed space, such as a closet or unlit or unventilated space, or any other corporal punishment or other extreme discipline.
- (c) Threaten to remove the child from the foster home.
- (d) Threaten a child with the loss of love of any person.
- (e) Threaten a child with punishment by a deity.
- (f) Threaten to deny or deny food, shelter, medication or rest, or threaten to restrict or restrict the use of a toilet or other bathroom fixture as punishment.
- (g) Threaten to subject or subject a child to any form of punishment by other children.
- (h) Threaten to subject or subject a child to excessive withdrawal of positive reinforcement for inappropriate behavior, including, without limitation, removal from participation in the normal routine or activities of the foster home or requiring the child to be alone in a room for an extended period of time.
- (i) Threaten to wash or wash a child's mouth out with soap or detergent or any similar threats or acts.
- (j) Threaten to tape or tape the mouth of a child or any similar threats or acts.
- (k) Threaten to place or place a sauce made from hot peppers or other pungent condiment sauce in the mouth of a child or any similar threats or acts.
- (l) Threaten to deprive or deprive a child of visits with significant others in the child's life as a form of punishment when the agency placing the child has identified the visitation as appropriate.

- (m) Threaten to withhold or withhold the allowance of a child provided by the agency which provides child welfare services.
 - (n) Subject a child to work that does not have a purpose as a means of punishment, including, without limitation, scrubbing the floor with a toothbrush, writing repetitive phrases, pulling weeds in a field of weeds, excessive exercise or any similar acts.
2. The use of a mechanical restraint, chemical restraint, involuntary physical confinement or psychological coercion or confinement of a foster child as a form of discipline is prohibited. Involuntary physical confinement does not include the withdrawal of positive reinforcement for inappropriate behavior, including, without limitation, removal from participation in the normal routine or activities of the foster home or allowing the child to be alone voluntarily in a quiet, unlocked room.
3. As used in this section:
- (a) “Chemical restraint” means the administration of drugs for the specific and exclusive purpose of controlling an acute or episodic aggressive behavior when alternative intervention techniques have failed to limit or control the behavior. The term does not include the administration of drugs on a regular basis, as prescribed by a physician, to treat the symptoms of a mental, physical, emotional or behavioral disorder and for assisting a child in gaining self-control over his or her impulses.
 - (b) “Mechanical restraint” means the use of any device, including, without limitation, mittens, straps, a restraint chair, handcuffs, belly chains and a four-point restraint, to limit a child’s movement or hold a child immobile.

Trust Based Relational Intervention

1. Mindfulness
2. Empowerment
3. Connection

Mindfulness

Mindfulness is all about us, the caregiver. We must take care of ourselves, so we can take care of children from hard places. “You cannot lead a child to a place of healing if you do not know the way yourself” – Karyn Purvis

The first step is to consider your own upbringing and attachment styles. What makes you “flip your lid”? You may have experienced your own childhood trauma, that is triggered as a caregiver. Your own experience colors your parenting style, just like that shark music video.

There may be parts of your brain that click into survival mode when you are triggered. Start paying attention to the things that really push your buttons and work to find ways to be more mindful of your reactions.

Pay attention to your own body.

Find ways to intervene with yourself when you are stressed such as

- deep breathing
- pressure points
- have a mantra “It’s my job to help you regulate”
- use essential oils or lotions
- stress balls.

Take care of yourself when you feel anxious, or depressed, or angry. Have a plan for when things get tough, because it will get tough. The goal is to be a good role model for the children and we can only do this if we are mindful of our emotions and behaviors.

Empowerment

Empowerment is about re-creating trust with our children who have come from hard places. According to Karyn Purvis, *it is about going back to be beginning and teaching children that when they cry—you will come*. Empowerment is done through two types of strategies: Physiological and Ecological.

Physiological needs are related to normal functioning of living. All children, but especially children from hard places, need help to keep their bodies regulated. As caregivers we need to

help manage their sleep, hydration, blood sugar, nutritional needs, physical activity, and sensory experiences.

Nutritional Needs

The recommendation is a healthy snack and water every two hours to maintain hydration and blood sugar. The amount of cortisol (stress hormone) in their bodies has changed their body and being aware of these basic needs will become simple prevention strategies for you.

Physical Activity

Build in physical activity this in based on your child. Maybe after school they need to run around or swing or jump outside before they are ready to focus on homework. When you see them getting antsy or dysregulated, suggest they do a physical activity or heavy work- for younger kids- run around or do bear crawl back and forth, older kids- sports.

Sensory Needs

The other thing is to understand your child's sensory needs and make accommodations.

Many children need additional sensory input to regulate, while some need less. The pictures on the PowerPoint are some examples of setting up your environment to accommodate the sensory needs of your child.

Weighted items like blankets are also very useful. Some children may need specialized clothing because they are hyper aware of different feelings against their skin. Some kids may have a very high pain tolerance and not even feel pain- or will seek input like jumping off high places. You can help your child get their sensory needs met as part of the strategy to empower them.

Ecological Strategies include the relationships of us with one another and our physical surroundings. For our children this means mentoring self-regulation, transitions, and rituals and routines.

Mentoring Self-Regulation

Mentoring children to increase self-regulation skills basically means helping them practicing regulation skills with the child when they are calm.

Blowing bubbles or balloons, using a straw to make bubbles- all these things teach breathing.

Help children find pressure points by making it into a game (mustache).

Spend time with the regulating activity- then purposefully dysregulate with a silly game, then practice the same technique again to help them calm down. Doing these things when they are calm will help them access them when they are stressed.

Transitions, Rituals, and Routines

Children need transitions- warnings- two more minutes and so forth.

Visual schedules help some children- so they know what to expect, to create safety and help them turn down the heightened awareness part of their brains.

Routines are key to building trust- have a routine for the mornings, for after school, for bedtime- help them know what to expect. Children thrive with routines.

Connection

The last thing we must do is always find ways to connect with our children- and this will be part of our correction strategies as well.

Connection includes healthy touch, eye contact, voice quality, playful interactions, and other nurturing activities.

Healthy Touch

Chin prompt
Hand on shoulder
High Fives
Fist bumps

Volume

Cadence

Behavior Matching:

Sitting the same way as the child

Getting on their level

Choosing the same toy or crayon as child

Eye Contact

To try to encourage eye contact you can say things like...

I love seeing your eyes!

Are your eyes orange today? Never force eye contact, but wait until the child can give full eye contact

Voice Quality

This includes...

Tone

Other Nurturing Activities

Books can be a great way to help nurture children. There are many books to utilize that can help explain feelings and behaviors with the children.

Riley the Brave is a great example. This book was designed by the author to read with the children you are caring for. It helps explain the big feelings that children may have and the big behaviors that come from it. It also has information in the back of the book that can help you understand the child's brain and how it has been shaped by their previous experience.

*****This handout is adapted from information found from the Karyn Purvis Institute of Child Development.

Thirteen Ways to Help Children and Youth Manage Their Behaviors

Please use this handout to take notes as the methods are discussed. As you think about the method, write down behaviors that could be managed using the ideas presented

1. Hold Family Meetings

Often the best way to resolve an issue is to get all the parties together and discuss what is happening and what are logical solutions. By holding family meetings, parents show their children that they are an important part of the family and that their feelings count. Also, family meetings help children learn to talk about their concerns.

2. This for That

This for That teaches both the expected order of behaviors and a logical way to earn privileges. For example, children must finish their homework before they can watch television.

3. Provide Positive Reinforcement

One of the best ways to get a behavior to continue is to reward it. Immediate positive feedback usually causes the person to continue or repeat the behavior that is being reinforced. Both the cycle of attachment and the positive interaction cycle depend on positive interventions and positive response. The process is simple. Would you continue to smile or make eye contact with someone who did not smile back or look at you? We all tend to continue behavior when it is reinforced.

4. Ignore the Behavior

Some behaviors need attention or reinforcement to continue. Sometimes children will act up or out just to get a parent's attention. If a child is using a behavior to gain control or get your attention, an effective response can be to withhold attention.

5. Privileges

Children need to be able to make the connections between actions, responsibilities and rights. Often privileges are earned based on responsible behavior. We let children use the telephone and expect that they will be considerate of the privilege and others' needs. If the rule is that no call be longer than 20 minutes, and the child continues to extend calls beyond that time limit, taking away the privilege of using the phone for 24 hours may be an effective way to change the behavior. Children learn the connections between behavior and consequences when their lost privileges are tied to the behavior they need to change. When the loss of privilege does not relate to the behavior, the child is more likely to feel punished and resentful.

6. Provide Choices

Providing a child with two choices allows them to feel like they have control. Be sure when providing the child with choices you remove your emotional response and give the choices in a neutral way.

7. Re-Dos

Re-dos can allow children the chance to re-do a negative interaction they just had with you or with someone else.

Ask the child “Can you try that again with respect?”

8. Provide Child with a Time-In

Time out can be an effective behavioral way to let children know that what they are doing they cannot continue to do. Some people will ask, “How can you help a young child, learn to do things when their language is limited, and it is difficult to reason with them?” Time out can be effectively used to stop a young child’s behavior. It lets the child know what is right and what not to do.

However, for children that have experienced abuse and neglect, a time-in may be more effective. Sitting with the child and letting them know, you are not going to leave them but will be there to support them. For example, if a child is having a hard time putting away their toys—a time-in may be helping the child pick up the toys.

9. Provide Natural and Logical Consequences

Consequences that are natural, ones likely to occur if no intervention is taken, become life's lessons. Unfortunately, some natural consequences are really learning by the school of hard knocks, such as when toys left outside are stolen. When we want to prevent life's blows to children or need to protect their health and safety, we often provide logical consequences rather than natural consequences. What are some natural consequences from which you have learned?

10. Ensure that Restitution Occurs

Sometimes the best way to learn what to do right is by practicing the right way. If children are held accountable for their behavior, they are more likely to be responsible.

11. Provide Alternatives for Destructive Acting-Out Behaviors

Emotions carry a great deal of energy. Children will need some place to put that energy. Parents can help them to find positive ways to express their feelings.

12. Make a Plan for Change with a Child

Learning how to make a plan for change only comes with practice. Plans usually start with a goal. If you can help a child understand the need for change and then develop a goal, you will be moving in the right direction. Think of a time you had a goal and what helped you to achieve it. Did you have small, reasonable steps? Were there lots of options to get you where you were going? What kind of reinforcers or rewards did you get along the way?

13. Make a Plan for Change with the Child and a Professional

Adoptive parents and foster parents have many resources available to them. You can call on the child welfare worker, a clinical social worker, psychologist, counselor and many other professionals. Be ready to reach out for the help that you and the child need.

14. Other effective discipline techniques:

Discipline Methods Worksheet

1. Identify the challenging behavior.
2. The child's behavior might mean the child is feeling:

because:

3. As the parent, I am feeling:

because:

4. The child's behavior needs to change to:

because:

5. Discipline methods that might be harmful to the child or may not teach healthy ways of getting needs met (methods that would not help the child problem solve appropriate ways of getting needs met; feel good about relationships with adults and other children; or have a positive self-concept to feel lovable, capable, worthwhile and responsible) would be:
6. Discipline methods that would help the child express needs and get needs met (methods that would help the child problem solve appropriate ways of getting needs met; feel good about relationships with adults and other children; or have a positive self-concept to feel lovable, capable, worthwhile and responsible) would be:

Meeting 4

Shared Parenting and Boundaries

D-1	Introduction to Meeting 4 <ul style="list-style-type: none"> Fresh Prince Video 	Handout: 1 - Agenda
D-2	Birth Parents – Conflict, Grief, & Attachment <ul style="list-style-type: none"> Sources of Conflict Stages of Grief Attachment 	Handouts: 2 – Stages of Grief 3 – Attachment
D-3	Making and Maintaining Boundaries <ul style="list-style-type: none"> Types of Boundaries Boundaries Activities 	Handouts: 4 – Boundaries 5 – Making and Maintaining Boundaries Worksheet
D-4	Identification of Parental Responsibilities <ul style="list-style-type: none"> Shared Parenting Documentation 	Handouts: 6 – Erroneous Assumptions about the Parenting Ability of Individuals 7 – Guidelines for Sharing Parental Responsibilities 8 – Considering Safety Factors in Shared Parenting 9 – Kinship Foster Parent Binder

D-5

**Importance of Visits and Contacts
Between Birth Parents and Children**

- Visitation

Handouts:

- 10 – Planning for Successful Visits
- 11 – Ideas for Visitation

D-6

**Summary of Meeting 4 and Preview
of Meeting 5**

- Summary of Meeting 4
- Preview of Meeting 5

Handouts:

- 12 – Shared Parenting and the Alliance Building: Benefits to the Children, Foster Parents and Parents of Children in Foster Care
 - 13 – The Importance Birth Parent to Children in Foster Care
-

Loss and Grieving in Foster Care and Adoption

Predictable Reactions to Loss

SHOCK/DENIAL

BARGAINING

ANGER

DESPAIR/DEPRESSION

ACCEPTANCE/UNDERSTANDING

Attachment

Attachment is the affectionate and emotional tie between people that continues indefinitely over time and lasts even when people are geographically apart.

Attachment Tasks of Kinship Caregivers

- The first important task of foster and adoptive parents is to support the attachment children have to their parents and families.
- The second important task is to help children in foster care recover from a separation from their families and attach to a foster family.
- The third task is to help children in foster care rebuild and maintain relationships with their parents and families.
- For children who cannot be reunited with their families, the fourth task is to help them build and maintain new relationships with foster/adoptive or new adoptive families. For some older youth in care, the fourth task may become helping them build and maintain attachments to people who can help them move into self-sufficient, interdependent adult living.

Boundaries

Webster's Ninth Collegiate Dictionary defines a "boundary" as, "something that indicates or fixes a limit or extent; a separating line."

- Physical boundaries may include one's physical proximity to other people, or the use of fences, walls, doors, etc.
- Social boundaries may include a person's physical proximity to other people; the differences in socioeconomic status between people in communities; age differences between people and generational differences between people.
- Emotional boundaries may include how intimate people are with each other or how much they are willing and able to disclose about themselves.

Definition of Defensive and Shared, Negotiated Boundaries:

Physical, Social and Emotional Boundaries are all considered when establishing Defensive and/ or Shared, Negotiated Boundaries.

- Defensive Boundaries are "boundaries established unilaterally by one person or group, solely for protection.
- Shared, Negotiated Boundaries are "boundaries that are negotiated with each individual offering something of value to one another".

Making and Maintaining Boundaries

Assigned area of shared parental responsibility: _____

1. List boundaries that kinship caregivers should share and negotiate with the parents of children in their care for the assigned area of shared parental responsibility.
2. Select two of the boundaries listed in Question #1 and identify at least two ways of maintaining each of the boundaries.
3. What can a relative caregiver do if a boundary is broken?

Erroneous Assumptions about the Parenting Ability of Individuals

- We assume that most parents:
- know how to care for their children's physical and medical needs.
- know how to protect their children from harm due to injuries or harm inflicted by others.
- know how to play with their children.
- know how to talk politely with their children and know that verbal abuse is related to stress.
- know how to use toys to play together with their children.
- know how to enjoy their children's company.
- know how to have a good time in the absence of drugs, alcohol, danger, violence, or sex.
- understand what their children go through emotionally when placed in foster care.
- know how to separate their shame, humiliation and frustration about their children's removal from the home.
- can read to their children.
- can read and understand court reports and contracts and know how to prioritize major and minor requirements.

Guidelines for Sharing Parental Responsibility

- The initial responsibilities that are shared by parents and foster parents should be enjoyable activities that can easily fit within the current capabilities of both the parents and the children.
- Plan activities that are age-appropriate for the children.
- Consider the parents' ability to stay focused on a task and consider the parents' hobbies and interests.
- Consider the parents' ability to recognize and encourage positive responses in their children.
- If the parents do not know how to interact with their children in a positive manner, then the activity in which the parents and their children are involved should be structured such that the parents and their children are not in close contact all the time. However, the parents and the children must have the experience of being involved in a purposeful and pleasurable activity in one another's company. During the activity, parents should refrain from saying unkind words and feeling the need to discipline and control their children.
- Consider the parents' culture. This includes their use of language, how they relate to people and the larger community, their beliefs and attitudes/values, their concept of time and time management, their customs and ways of communicating.

Considering Safety Factors in Shared Parenting

Safety factors are the set of conditions present in a family that positively or negatively affect the physical and emotional well-being of children.

Safety questions that should be asked when making decisions regarding shared parenting include the following:

- Is the parent's behavior violent?
- Is the parent's behavior out of control?
- Does the parent describes or act toward the child in predominantly negative terms or have extremely unrealistic expectations of the child?
- Has the parent caused or made a plausible threat that would result in serious physical harm to the child?
- Is there reason to believe that the family is about to flee with the child?
- During placement, has the parent demonstrated that he or she has not or will not provide sufficient supervision to protect the child from potentially serious harm?
- Has the child expressed, either behaviorally or verbally, that he or she is afraid of people living in or frequenting the parent's home?
- Is the parent's physical living condition hazardous and will it cause serious harm to the child?
- Does the parent's chemical dependence affect his or her ability to supervise, protect or care for the child?

Create a Kinship Foster Parent Binder

It is highly recommended to create a kinship foster parent binder to keep track of important documents for the children in your care as well as important documents throughout your journey as a foster parent.

Some recommended sections include:

Important Contacts – Caseworker, licensing worker, adoption worker, kinGAP worker, etc.

Placement Letter

Worker Visits – If a worker calls or visits your home, document it.

Visitation – Keep log of all visits including the location, duration, and any comments or concerns.

Medical Records –

Medical Feedback Form: The medical feedback form needs to be completed at all visits include

Medication Log: You need to log all medications the children take on the medication log form.

School/Daycare records – Include any documents from daycare or school like enrollment documents, IEPs, 504s, disciplinary documents, etc.

Other things to document – There are times children may disclose various things to you that may seem meaningless but maybe you should write it down...definitely write it down.

Resources – this section should include any resources you are receiving such as WIC, Urban League, Kinship Licensing, etc.

Planning for Successful Visits and Contacts

You can use the following questions to help you identify strategies for making visits and contacts between the children in your care and their birth parents more successful.

1. What are effective ways I might prepare the child for the visit or contact?

2. What are ways I might help the child after the visit or contact?

3. How might I work in a team relationship with the caseworker regarding visits and contacts?

4. In what ways might I handle my emotions concerning visits and contacts?

5. What might I do to promote birth parent/child connections between visits or contacts?

6. If birth parents do not come to the visit, how might I help the child?

Developmentally Related Activities to Use During Visits

Age	Developmental Tasks	Developmentally Related Visit Activities
Infancy (0-2)	<ul style="list-style-type: none"> ● Develop primary attachment ● Develop object permanence ● Basic motor development (sit, reach, stand, crawl, walk) ● Word recognition ● Begin exploration and mastery of the environment 	<ul style="list-style-type: none"> ● Meet basic needs (feeding, changing, holding, cuddling) ● Play peek-a-boo games ● Help with standing, walking, etc., by holding hand, play “come to me” games ● Name objects, repeat name games, read picture books ● Encourage exploration; take walks; play together with colorful, noisy, moving items
Toddler (2-4)	<ul style="list-style-type: none"> ● Develop impulse control ● Language development ● Imitation, fantasy play ● Small motor coordination Develop sense of time Identify and assert preferences 	<ul style="list-style-type: none"> ● Make and consistently enforce rules ● Read simple stories, play word games ● Play “let’s pretend” games; encourage imitative play by doing things together such as “clean house”, “go to store” ● Play together at park; assist in learning to ride tricycle; dance together to music ● Draw together; string beads together ● Discuss visits and visit activities in terms of “after breakfast”, “after lunch”, “before supper”, etc. ● Allow choices in activities, clothes worn, food eaten

Developed by Linda Metsger & Kittle Arnold –Based on Content by Rose Marie Wentz

Activities (Continued)

Ages	Developmental Tasks	Developmentally Related Visit Activities
Preschool/Early School (5-7)	<ul style="list-style-type: none"> ● Gender identification ● Continuing development of conscience ● Develop ability to solve problems ● Learning cause-effect relationships ● Task completion and order School entry and adjustment 	<ul style="list-style-type: none"> ● Be open to discussing boy-girl physical differences ● Be open to discussing child's perception of gender roles; read books about heroes and heroines together ● Make and enforce consistent rules; discuss consequences of behavior ● Encourage choices in activities ● Point out cause-effect and logical consequences of actions ● Plan activities with beginning, middle, end (as prepare, make cake, clean up) ● Play simple games such as Candyland, Go Fish ● Shop for school clothes together; provide birth certificate, medical record required for school entry; go with child to visit school and playground prior to first day; accompany child to school
School-age (8-12)	<ul style="list-style-type: none"> ● Skill development (school, sports, special interests) ● Peer group development and team play ● Development of self-awareness Preparation for puberty 	<ul style="list-style-type: none"> ● Help with homework; practice sports together; demonstrate supports of special interests, such as help with collections; attend school conferences and activities; work together on household tasks ● Involve peers in visit activities ● Attend team activities with child (child's team or observe team together) ● Be open to talking with child ● Discuss physical changes expected; answer questions openly

Activities (Continued)

Age	Developmental Tasks	Developmentally Related Visit Activities
Adolescence	<ul style="list-style-type: none"> ● Autonomy ● Sense of Identity ● Education/Vocational choices ● Individuation/Separation from Family ● Remaining Connected to the Family ● Skill Development (school, sports, special interests, jobs) 	<ul style="list-style-type: none"> ● Express what characteristics you like and admire about the youth. ● Separate the youth's attitude. Don't take things personally. Keep "the child" separate from his/her behaviors. ● Overlook antagonistic behavior/attitudes. Don't be afraid to discuss consequences. ● Avoid power struggles. Give choices. ● Ask for youth's opinions and reasons for <ul style="list-style-type: none"> ○ opinions. ● Discuss mutual respect and how best to show <ul style="list-style-type: none"> ○ that to one another. ● Communicate desire to spend time with the <ul style="list-style-type: none"> ○ youth. ● Help with/ask about homework. ● Develop mutually enjoyable activities. (i.e. <ul style="list-style-type: none"> ○ movies, shared mealtimes, books, music, ○ hiking, sports video games, school activities). ● Practice active listening. Encourage youth to <ul style="list-style-type: none"> ○ express their ideas and opinions without being ○ judgmental. ● Discuss goals and desires ● Discuss education and vocational desires

Shared Parenting and Alliance Building: Benefits to the Children, Foster Parents and Parents of Children in Foster Care

Benefits to the child in foster care: When foster parents and the agency work to build constructive partnerships with birth families, the child may receive the following benefits:

1. The child will have more of a feeling of connectedness.
2. The child will not feel or actually be cut off from both immediate needs as well as the less tangible needs that birth parents can offer.
3. The child will not feel torn between adults.
4. If the child has the security that adults are acting together in his or her best interests, the child is free to be a child (the child will not have to worry about taking care of himself or herself, self-parenting).
5. If the child has the security that adults are acting together in his or her best interests, the child is free to resume normal development, which has probably been interrupted by the confusion that led to the child's placement; this confusion may have included the child having to take on roles a child normally would not take on, which interferes with a child's development.
6. Children will be better able to manage and tolerate multiple-adult relationships if they perceive the adults in their life as working together, rather than being in conflict. When adults are in conflict, a child may become, for instance, detached or can tend not to venture out for relationships or can have conflicting relationships.
7. When children have contact with birth parents, they are better able to work through some of the painful feelings they have from the separation that resulted from placement into care. Though the short-term effect of seeing birth parents may be that the child is upset, the long-term effects are generally beneficial.
8. When children are able to work through emotions by seeing birth parents, their behavior is likely to improve.

9. If children are able to see birth parents and express their feelings, they are less likely to misdirect their painful or angry feelings toward foster parents.
10. Regular birth parent visits strongly increase the chances of reunification.
11. Regular contact with birth parents helps the child see how much progress they are making toward bringing the child home.
12. Even when birth parents do not follow through by coming to visits or by coming to visits in a nurturing way, these experiences help children to come to recognize and understand their parents' limitations, which can emotionally ease the child's passage from foster care to adoption or independent living.

Benefits to the Foster Parents: When foster parents and the agency work to build constructive partnerships with birth families, the foster parents may receive the following benefits:

1. By building partnerships with birth parents, foster parents become more an active part of the professional child welfare team.
2. If foster parents build a partnership with the birth parents, they are not limited to receiving all of their information about the child through the caseworker.
3. If foster parents build a partnership with the birth parents, they get their own firsthand experience of what they can directly ask the birth parents for and what the birth parents want from them.
4. Through partnership, foster parents can be a more direct contributor in the shared parenting role. For example, a foster mother might confide to a birth father that the birth father's daughter said she believed he hates her. This first hand testimony could have much more of a direct impact on the father than if the foster mother told it to the worker who in turn told it to the father. Also in such a case, the father is hearing things from both the caseworker and the foster parent. Hearing from several people can be more motivating and seem more real than hearing from only one. The foster parent's involvement might be the added ingredient that motivates the father to make a serious effort at helping his daughter know that he does not hate her.
5. A foster parent's first hand experience of working with birth parents may result in the foster parent feeling reassurance that the birth parents are working to try to care for their child.

6. Working in partnership with birth parents increases the foster parents' chances of developing genuine empathy for the birth parents, which will increase the foster parents' commitment in supporting teamwork. First hand experience may give the foster parent a clearer understanding and empathy for how difficult it is for the birth parents to change their lives or to achieve goals. When a foster parent recognizes this, foster parents may see a birth parent's efforts in a new light; by more clearly seeing a birth parent's obstacles, foster parents will better appreciate how the birth parent's efforts may be more significant and heart-felt than they first appeared.
7. When the child knows the foster parents are working with his or her birth parents, the foster parents are offering the child the security that adults are acting together in his or her best interests.
8. By working in partnership, foster parents will have the satisfaction of knowing they are supporting the child's sense of security. If the child has the security that adults are acting together in his or her best interests, the child is free to resume normal development, which has probably been interrupted by the confusion that led to the child's placement.
9. Greater contact with birth parents helps foster parents from becoming overly attached to the child because they are better able to see when a child and his or her parents belong together.
10. When foster parents work in partnership with birth parents, the foster parents can better support the agency in assessing what birth parents can or cannot do.
11. When foster parents are willing to work in partnership with birth parents, birth parents will sometimes tell valuable things to the foster parents that they would not tell the caseworker. Such information can add critical pieces to the puzzle's picture of how best to help the birth family and the child.
12. Foster parents and birth parents can share information in how best to care for the child. Obviously, the birth parents have critical parenting needs, or their child would not be in care. Nonetheless, we would be counterproductively stereotyping to assume the birth parents are simply "bad parents." The birth parents have lived with the child over enough time to know the child's daily routine and many useful details about the child. If the birth parents were to mention that the child loves to go to a local park to look at the ducks, the foster

- parents have learned about an activity that can give the child a sense of comfortable continuity by taking the child to a place he or she loved before so many changes began happening in his or her life. A foster mother may say to a birth mother that she is having trouble getting the child to do his homework after school. The birth parent may say she always gave the boy an hour after school to do fun things, like watch television or read comic books. The foster mother would say that the boy has never come straight home from school to begin doing homework, and she might adjust when she expects him to do his homework, allowing him to stay with his familiar pattern.
13. Foster parents can be extremely valuable by providing a model of parenting that the birth parents can see first-hand and learn from.
 14. When birth parents and foster parents communicate, they can normalize confusing things for one another. For example, a foster father may take a child to a mall when the child is in the process of having his level of Ritalin reduced. At the mall, the child begins screaming hysterically. Finally, the foster father simply picks the child up and tucks him under his arm and carries him out of the mall as matter-of-factly as a mailman carrying a parcel. Once outside the mall and away from people, the foster father felt less stressfully conspicuous in working to calm the child. If the foster parent told the birth parents about this episode, several good things could result. For one, the foster parent would be sharing a parenting technique that the birth parents might use with the child. But the birth parents might share that the child has behaved similarly many times at stores and malls. By sharing this information, both the birth parents and foster parents would see that the child's behavior has been part of a pattern over time. They would both see that the child has acted the same way with other people. Both sets of parents might feel somewhat relieved upon learning this, that they personally were not doing something "bad" or "stupid" that made the child behave in that way. Both sets of parents might be able to accept that the experience of needing to manage the child's tantrums in public is simply going to be a normal part of parenting the child. Although the foster parent may not be managing the child's tantrums much more successfully than did the birth parents, there is comfort in two adults coming together with the same issue to deal with and collaborate in solving.

Benefits to parents of children in foster care: When foster parents and the agency work to build constructive partnerships with birth families, the birth parents may receive the following benefits:

1. With partnership, birth parents remain empowered to be a child's parent, rather than feeling and/or being pushed to the side.

2. When birth parents having more contact with the child and more participation through partnership, the parents will not forget how difficult parenting is. The more contact they have with their child, the better they are able to measure their own ability and interest in parenting and the reunification of their family.
3. Birth parents, through partnership, are treated as contributing adults in the child's life, which encourages the birth parents to expand and modify what they can contribute for the child.
4. Partnership gives birth parents a greater ability to know what is expected of them and to ask clearly what they expect of team members.
5. Through partnership, birth parents are included in decision-making.
6. Through partnership, birth parents are more directly supported in planning how to change in a way that will lead to the reunification of their family.
7. Partnership allows birth parents to be participatory in a process which has great bearing on their own circumstances.
8. Partnership includes parents in a way that makes it likely for them to be a part of significant events in their child's life, whether it is to be at the child's birthday or at the child's school for an independent educational program meeting.
9. When the agency and foster parents work in partnership with birth parents, they are not isolating the birth parents. Unification and isolation are opposites: how can a goal of reunification efficiently be achieved if the agency and foster parents isolate the birth parents?
10. Partnership provides birth parents with a process for achieving greater well-being for their child.
11. Partnership provides birth parents with a process for their achieving success in parenting.

The Importance of Birth Parents to Children in Foster Care*

It is critically important that children in foster care have contact with their birth parents, for the following reasons:

1. The separation process causes children to have many painful feelings (anger, guilt, sadness, frustration, etc.). Sometimes these feelings are “acted out.” Contact with the birth parents helps children get out some of their feelings, so it should be expected that children will seem more upset before, during or after a visit with their birth parents. “The short-term disadvantage of the child being upset by the visit is outweighed by the long-term benefit.”**
2. If children are allowed to have contact and express all their upset feelings, then they will be less likely to take out or “displace” these feelings on the foster parents. They will be able to develop a positive relationship with the foster parents. A good attachment to their foster parents will help them with other relationships.
3. Regular contact with birth parents gives the child several important messages: (1) the child can see that the parents care enough to visit, and the child can see that all the adults — birth parents, foster parents and social worker — are working together; (2) children can see for themselves how much progress their parents are making toward getting them home. Research in the child welfare field consistently indicates that regular visits between children and birth parents is the strongest indicator of family reunification. In some ways, children can sense what this research has demonstrated. If their parents don’t show up for visits, and don’t follow through with plans, it helps the child to be able to see their limitations better.
4. Contact also is helpful for the parents. Just as the child may fantasize about “ideal” parents, the parents may forget how difficult parenting is. Regular contact with their child helps them measure their own ability and interest in parenting and family reunification.
5. Contact between children and birth parents helps foster parents, too. It keeps them from becoming overly attached to the child, because they can see that this child and the child’s parents belong together. Foster parents, by getting to know the birth parents, can better understand the child’s behavior.

6. Contact between the birth parents and child also helps the social worker. Because visits are the primary indicator of family reunification, visits are the main tool used by the social worker to assess: (1) how responsible and consistent the parent is; (2) the quality of the relationship between the parent and the child; (3) how much the birth parent is learning from the appropriate parenting skills modeled by the foster parent; and (4) how much progress is being made toward the case plan goal.

7. One of the most important benefits is that regular contact helps all the adults — birth parents, foster parents, and social worker — practice partnership in assuring permanence for children.

Adapted from "The Importance of the Natural Parents to the Child in Placement" by Ner Littner in *Parents of Children in Placement: Perspectives and Programs*, edited by P. A. Sinanogly and A. N. Maluccio. New York: Child Welfare League of America, 1981, p.269-276, *Littner, p. 269.

Meeting 5

Looking at My Role in Achieving Permanency

E-1	Introduction to Meeting 5 <ul style="list-style-type: none"> Review Meeting 4 Introduce Meeting 5 Pot Luck, Let's EAT! 	Handout: 1 - Agenda
E-2	Permanency <ul style="list-style-type: none"> Child Welfare Laws Guardianship Adoption 	Handouts: 2 – Summary of Child Welfare Laws 3 – Timeline for ASFA Compliance 4 – Steps Followed by Cases through Child Welfare System 5 – Permanency Planning Options 6 – DFS Approved Foster Care Reimbursement
E-3	Finishing Zoe's Story – Removed Pt 2 <ul style="list-style-type: none"> Watched "Removed Pt 2" 	Handout(s): NONE
E-4	Teamwork, the Family, & Agency Partnership – Partnering for Safety and Permanence <ul style="list-style-type: none"> Teamwork & Partnership Challenges Working with DFS Allegations of Abuse/Investigations Child and Family Team Meetings 	Handouts: 7 – Partnership Building and Teamwork in Kinship Foster Care 8 – Allegations of Abuse Preventative Practices 9 – Guiding Principles of Child and Family Team Meetings
E-5	The Kinship Program Summary and Next Steps <ul style="list-style-type: none"> Graduation Ceremony 	Handouts: Meeting & Facilitator Evaluations Due

A Brief Summary of Child Welfare Laws Important to Foster Parents

A Summary of the Adoption Assistance and Child Welfare Act, Public Law 96-272

The Adoption Assistance and Child Welfare Act, Public Law 96-272, was enacted by Congress in 1980. The law is a set of provisions aimed at redirecting federal fiscal incentives away from out-of-home placement and into preventive services to keep troubled families together. Where removal is necessary, Public Law 96-272 promotes family reunification or adoption, as appropriate. The law also provides for federal reimbursement of adoption subsidies for children with special needs.

Public Law 96-272 supports three important goals:

- ◆ that foster care is intended to ensure that children's needs for nurturance and protection are met in the foster care system.
- ◆ that the foster care program seeks to ensure that the parent-child attachment is strengthened and preserved to meet the child's needs for nurturance and protection.
- ◆ that the foster care program seeks to strengthen and preserve the child's ability to form attached relationships which meet the child's needs for nurturance and protection.

Public Law 96-272 emphasizes family reunification; requires regular and systematic judicial oversight of children in foster care; provides financial incentives for states to comply with the law; and requires that in order to receive federal money, "reasonable efforts" to prevent removal and to achieve reunifications be made.

A Summary of The Adoption and Safe Families Act, Public Law 105-891

The Adoption and Safe Families Act (ASFA) was signed into law by the President as Public Law 105-89 on November 19, 1997. ASFA continues most of the structural components of PL 96-272, while shortening timetables and providing new definitions. ASFA did not displace the aspirations and goals of Public Law 96-272, but it did refocus attention on the child welfare system by causing states to balance family preservation and reunification with the health and safety of children, which the act declares of paramount importance.

The new law reflects a clear shift from and emphasis does not pit reunification against permanency but is a shift from process and procedure to outcomes. In addition to fiscal incentives, the act contains mandates, and requires that states come into conformity with its provisions on a carefully arranged timetable

1 Developed for National Association of Foster Care Review and published in Heather Craig-Oldsen, **Foundation Training for New Foster Care Reviewers**, Atlanta, GA 1998 through funding from Administration on Children, Youth and Families, Children's Bureau.

Key Provisions of the Law:

- Continues the requirement that “reasonable efforts” be made to prevent or eliminate the need for removing children from their homes or to make it possible for them to return home safely but does not require “reasonable efforts” to be made in cases where there are aggravated circumstances.
- Change the term “dispositional hearing” to “permanency planning hearing” and requires that it be held 12 months after a child enters foster care, rather than 18 months as in Public Law 96-272. A child is considered to have entered foster care to the earlier of the date of the first judicial finding of deprivation (i.e. adjudication) or to the date 60 days after the date on which the child is removed from the home.
- States must initiate or join in termination proceedings for all children who have been in foster care for 15 out of the most recent 22 months but provides for circumstances in which it is not necessary to file such proceedings.
- Re-authorized and expands the Family Preservation and Support Services program, renaming it “Promoting Safe and Stable Families.” Family reunification services are time limited to the 15-month period beginning on the date the child enters foster care.
- Provides for adoption incentive payments to states that increase the number of adoptions of children in foster care as compared with a base year.
- Requires that states provide health insurance coverage for all special needs children in subsidized adoption, regardless of whether they are 4E adoptions.
- States must have procedures for criminal record checks for prospective foster or adoptive parents before a child eligible for federal subsidies is placed with such prospective parents.
- States must develop plans for use of cross-jurisdictional adoption resources and may not deny or delay placement of a child for adoption when an approved family is available outside the jurisdiction responsible for handling the child’s care.
- States must develop standards to ensure that children in foster care are provided quality services.
- References to the safety of a child must be included in planning a case review for children in foster care.
- Foster parents, pre-adoptive parents, or relatives caring for children in foster care must be notified of and have the opportunity to be heard in any review process.
- There are new requirements for data reporting and there will be “State Report Cards.”

Timeline for ASFA Compliance

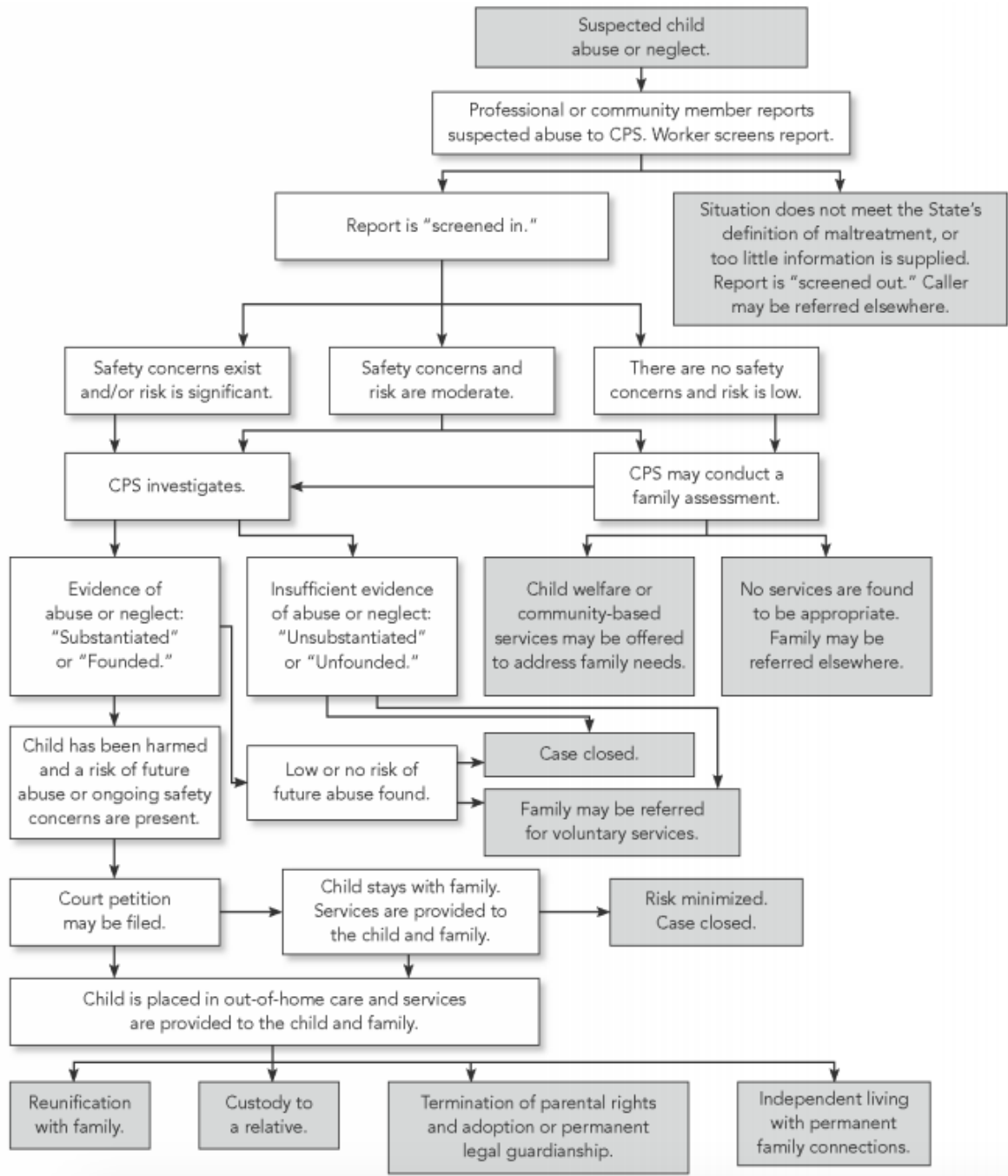


To calculate the timing of either the permanency hearing on the 15 or 22 months, use the earlier date of either adjudication OR sixty days after the child is removed from the home

*Unless the child is being cared for by a relative or compelling reason not to TRP exists.

Laver, M. (1998). Advice for Agency Attorneys: Implementing ASFA: A Challenge for Agency Attorneys. "Child Law Practice: Helping Lawyers Help Kids." Washington, D.C. American Bar Association Center on Children and the Law.

Overview of Steps Followed by Cases Through the Child Protective Services and Child Welfare Systems



Permanency Planning Options

RESPONSIBILITIES/RIGHTS	ADOPTION	GUARDIANSHIP	FOSTER CARE/ INDEPENDENT LIVING
Legal	Adoptive Parents have full legal, parental and financial responsibility for the child. Adoption cannot be overturned based on future changes in the birth parent's circumstances	Guardian has right to physical custody and control of the child. Has decision-making authority regarding the child's care. Guardianship may be rescinded by any involved parties; guardian, birth parents or the Court.	Child is in legal custody of the child welfare agency and in the day-to-day care of the foster parent with the foster care agency supervising/monitoring the foster home. Unless the child is freed for adoption, the child remains in the guardianship of his/her birth parents who continue to maintain their parental rights until the child reaches the age of 18. The child welfare agency retains legal custody of the child until s/he is discharged from foster care.
Birth Parents	Terminates the child's legal relationship with the birth parents. Parents may have the option to relinquish their rights, which would give them the right to negotiate an open adoption with the adoptive parents.	Suspends right and decision-making authority of the birth parents while the guardianship order is in effect.	Birth parents retain parental rights and responsibilities (unless parental rights were terminated), although the child welfare agency maintains legal custody and care of the child.
Inheritance	Adoptive child has inheritance rights from adoptive parents.	Child has no inheritance rights from the guardian.	Child has no inheritance rights from the foster parent.
Income Tax Status	Adoptive parent can claim child as dependent for tax purposes	Guardian would need to consult a tax consultant.	Foster parent would need to consult a tax consultant. Contact fiscal department at 702-455-4757

<p>Financial Responsibility</p>	<p>Child may receive financial and medical assistance through the Adoption Subsidy Program. Requirements include additional needs proved through diagnosis, large sibling groups, or children older than five years old.</p>	<p>Financial assistance based on <i>type</i> of guardianship and other eligibility requirements based on the specific program.</p> <p><u>Guardianship Type - NRS 159 Child-Only TANE through DWSS</u></p> <ol style="list-style-type: none"> 1. Must be blood relative 2. Below 275% Poverty 3. Less than \$6,000 in checking/savings 4. Comply with child support. <p>\$418/mo for one child, increases by \$60 for each additional child.</p> <p style="text-align: center;">OR</p> <p><u>KinGAP, also known as Subsidized Guardianship through Clark County</u></p> <ol style="list-style-type: none"> 1 Must be licensed for six months 2 Children must be in your home for six months 3 Adoption ruled out 4 Team Decision Meeting (TDM) that approved KinGAP <p>Same amount as the foster care reimbursement payment approximately \$600-700 per month, per child.</p>	<p>Child's needs covered by monthly foster parent stipends and special allowances.</p> <p>Children that age out of the system may be eligible for the Step Up program to meet their needs as adults until 21 years old as long as they work or go to school part time.</p> <p>Children 14 years or older are also eligible to have their college tuition and a majority of fees paid for to Nevada colleges. Must complete an application--IL worker will be instrumental in applying for these programs.</p>
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Health Coverage	Child entitled to coverage on health plan of adoptive parents. Children eligible for Adoption Subsidy Program will have coverage through Medicaid FFS.	Child's health needs may or may not be covered by guardian's health plan (although child may be eligible for Medicaid).	Child covered by Medicaid (and/or birth parent's plan) as long as child remains in foster care.
Foster Care Agency Involvement	Foster care agency supervision and responsibility terminate when adoption is finalized. The court's jurisdiction over the child terminates when adoption is finalized.	The court's jurisdiction over the child terminates when legal guardianship is granted.	Foster care agency supervision and court jurisdiction continue as long as the child remains in foster care.
Permanency for Child	Adoption provides a permanency home for the child.	Guardianship terminates when the child reaches 18, marries or until the guardianship is terminated by a subsequent court order.	Legal custody remains with the child welfare agency until the child is discharged from care. Foster care does not represent permanency for a child.

DFS APPROVED FOSTER PARENT REIMBURSEMENT

	Age 0-12 Years	Ages 13 & Older
*Monthly Board & Care	\$634.44	\$694.91
*Monthly Personal Incidentals	11.00	22.00
*Monthly Clothing Allowance	37.50	56.25
*Total Monthly Reimbursement	\$682.94	\$773.17
*Daily Rate	\$22.45	\$25.42

* Rates are Subject to Change

** May not apply to ICPC placements

Partnership Building and Teamwork in Foster Care

Teamwork - *Teamwork* involves two or more people working together according to a coordinated plan, in a relationship where team members assume different roles and responsibilities, all designed to reach the same goal. Team members can be relied upon to assume their specific jobs or responsibilities.

Partnership - A *partnership* is a relationship where two or more parties each contribute something of value in order to receive benefits. The nature of the contribution and the distribution of benefits are defined by the social contract between the parties.

As in any effective team, players have different roles, responsibilities and tasks, but each team member has the same goal, in this case, to preserve, or rebuild, the family around the long-term welfare of the child.

This requires that the team members form a partnership or positive alliance with the birth parents, always seeking to keep parents focused on the welfare of the child.

Partnership implies that there is a “give and take.” Partners exchange “wants” and “offers” of real value to each other.

Allegations of Abuse - Preventative Practices*

When Foster Parents Are Falsely Accused

A. Who Makes False Child Abuse Allegation Reports?

False abuse reports can come directly from the child or anyone who knows the child. Most people making a report, which ends up being false, sincerely believe abuse has occurred. Private individuals, social workers, therapists, teachers, parents, and neighbors are not child abuse specialists or assessors. Individuals making any abuse report tend to be genuinely concerned for the welfare of the child. The child protective service worker must assess each report in order to identify those cases where abuse has occurred.

Many false allegations are not purposeful lies. Often the youth may believe abuse has occurred where it has not. These are called "naive false allegations". Some common examples of this are:

1. misunderstandings (especially of touch);
2. confusing reality and flashbacks' and
3. confusing reality and fantasy.

In all cases of false reports the foster or adoptive parents* best protection is in the way they manage their professional responsibilities and in the quality of the relationships they have developed.

Usually when we think of "false" abuse reports we mean those reports where the individual making the report is not telling the truth. This type of report is made by the child, the child's parents, or extended family. These are called "manipulative false allegations."

There are many motives for a child to make a false abuse report. Some possible reasons are:

1. to gain attention'
2. to seek revenge or get even;
3. to avoid consequences;
4. to avoid perceived threat;
5. to resolve feelings of betrayal of biological family;
6. to rescue biological family; or
7. to get back home.

*Adapted from *Preventative Practices Trainer's Guide*, developed by the Iowa Foster and Adoptive Parents Association.

We usually understand that children in foster care have experienced severe trauma. It's harder to remember that their parents and other family members have also experienced trauma. Most parents love their children. The reasons their children are in care are due to stress, poor parenting skills, poor relationship skills, and/or other factors. Most parents try very hard. They just cannot fulfill their responsibilities as a parent. When their children are removed from their homes they are devastated. Their already low self-esteem plummets as low as it can go. They are desperate. Desperate individuals do desperate things. They may be jealous. It can become easy to justify a lie when you think it is your only way out. Some common motives for parents to make a false report are:

1. distrust of foster parents;
2. jealousy;
3. avoid perceived threat to their child;
4. misdirected anger;
5. in a position of weakness/sadness;
6. in grief and loss cycle, or
7. to get their child back home.

Your best protection against a false report from the parents of a child living in your home is in the way you manage your professional role and in the quality of the relationships you have developed with the child's family and other members of the team.

B. High Risk Situations

Certain conditions or situations increase the risk of a false report. Extra caution during these times can reduce the risk. Some high risk situations are:

1. child is under a lot of stress;
2. child is experiencing a lot of anxiety;
3. upcoming court date with a possible decision for the child to return home;
4. poor team relationship between the case worker, foster parent, and biological family;
5. infrequent home visits; and
6. sight, sound, touch, smell, etc. that reminds the child of past abuse (when the child is unable or feels unsafe to verbalize the memory).

Your family rules, policies, and practices will help to manage these conditions to reduce your risk. Abuse allegations are necessary hazard of being involved in helping children. Foster parents, foster/adoptive parents, social workers, and day care providers are all at risk of an allegation. We cannot prevent an allegation being sustained.

C. Responding to Allegations

When an allegation is made, it is important to remember that you are not presumed guilty. It will feel horrible to be accused of maltreating a child. But, the purpose of the assessment is to discover the truth about the reported incident. Child protective staff are specifically trained to assess whether abuse or neglect has occurred. A Child Protect Service assessment is not a criminal investigation. Assessments are handled somewhat different depending on your region and county.

Keep Perspective

A report or allegation does not mean you are pronounced guilty.

Be Honest!

Be honest throughout the process. If you lie or attempt to cover anything up you will lose credibility. If you slapped Sally - say you slapped Sally.

Cooperate

When child protective staff come to the door, cooperate completely. They may want to look through your house. They may want to talk to other members of the family. Be polite and as helpful as possible. You want the truth to come out.

Write Things Down

This is a very traumatic experience. You may tend to forget things or get confused. That's okay. Write everything down. Get the business card of the person investigating the complaint so that you will have the name and phone number. Keep a notebook and write down all of your conversations concerning the assessment. Keep all correspondence about the assessment in a folder with your notes. Keep a log of phone calls. Write down who called, what was said, what you said. Send correspondence by certified mail. You will get a green tag back recording what you sent was received and by whom.

Ask Questions

Ask questions about the process. What are your rights? What will happen next? What are the timelines? Where do I get more information? Where do I get needed forms?

Get Support

Most of the time your licensing or placement worker can be a tremendous support. Sometimes a placement worker will be told to stay away until the assessment is completed. When this happens it is frustrating for them, and you may feel betrayed. If this happens, be sure to find support where you can, but always remember the policy and rules about confidentiality.

Guiding Principles of Child and Family Team Meetings

Child and Family Team meetings are based on a number of important guiding principles:

- Genuineness, respect, and empathy are the three core helping conditions of successful engagement with families.
- The focus should be on needs rather than symptoms. Unless the underlying conditions producing the behavior are addressed, symptoms will merely be suppressed only to reappear later.
- People are capable of change, and most people are able to find the solutions within themselves especially when they are helped in a caring way to identify that solution.
- All people and families have strengths.
- Recognizing strengths in families builds a foundation for a trusting relationship and a platform for change.
- A solution that a family generates with a team is more likely to fit that family because it will respond to their unique strengths and needs.
- A family is more invested in a plan in which the family members believe they are full partners in the decision-making process.
- When extended family members and friends become part of a team, they frequently identify solutions that no formal system would be able to generate.
- When a number of caring people are brought together, energy is generated that fuels the change.